FAIR WORK ACT 2009
s.185—Enterprise agreement

Commonwealth Scientific and Industrial Research Organisation T/A CSIRO
(AG2018/6866)

CSIRO CANBERRA DEEP SPACE COMMUNICATION COMPLEX
(CDSCC) ENTERPRISE AGREEMENT 2018 – 2021

Commonwealth employment

COMMISSIONER LEE
MELBOURNE, 14 FEBRUARY 2019


[1] An application has been made for approval of an enterprise agreement known as the CSIRO Canberra Deep Space Communication Complex (CDSCC) Enterprise Agreement 2018 – 2021 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Commonwealth Scientific and Industrial Research Organisation T/A CSIRO. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) and the “Association of Professionals Engineers, Scientists and Managers Australia” known as Professionals Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 February 2019. The nominal expiry date of the Agreement is 20 February 2022.
CSIRO CANBERRA DEEP SPACE COMMUNICATION COMPLEX (CDSCC) ENTERPRISE AGREEMENT 2018 – 2021
Contents

PART A. APPLICATION AND OPERATION OF AGREEMENT ................................. 5
1. TITLE .............................................................................................................. 5
2. OBJECTIVES .................................................................................................. 5
3. DATE OF OPERATION AND DURATION ......................................................... 5
4. VARIATION OR RENEWAL OF AGREEMENT .............................................. 5
5. MAINTENANCE OF STATUS QUO ................................................................. 5
6. SCOPE OF THE AGREEMENT, EXISTING CONDITIONS AND RELATIONSHIP TO OTHER INSTRUMENTS ........................................................... 6
7. PARTIES COVERED BY THIS AGREEMENT .............................................. 6
8. POSTING OF AGREEMENT ............................................................................. 6
9. DEFINITIONS .................................................................................................. 7
10. INDIVIDUAL FLEXIBILITY ARRANGEMENTS .......................................... 7
11. RENEGOTIATION .......................................................................................... 8

PART B. CONSULTATION AND DISPUTE RESOLUTION ................................... 9
12. JOINT CONSULTATIVE COMMITTEE (JCC) ............................................... 9
13. CONSULTATION .............................................................................................. 9
14. GRIEVANCE PROCEDURE ........................................................................... 11
15. RESOLUTION OF DISPUTES ........................................................................ 11

PART C. CSIRO AND EMPLOYEES' UNDERTAKINGS AND RESPONSIBILITIES 12
16. ANTI-DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT ....... 13
17. OCCUPATIONAL HEALTH AND SAFETY .................................................... 13
18. EQUAL EMPLOYMENT OPPORTUNITY ......................................................... 13
19. CONDUCT AND CONFLICTS OF INTEREST .............................................. 13
20. PROVISION OF MEALS ............................................................................... 13
21. PROVISION OF TRANSPORT ....................................................................... 14
22. TELEPHONE ASSISTANCE ......................................................................... 14

PART D. EMPLOYMENT CATEGORIES ............................................................... 14
23. TYPES OF EMPLOYMENT ............................................................................ 14
24. CONTINUING OR REGULAR EMPLOYEE, FULL-TIME ................................ 15
25. CONTINUING OR REGULAR EMPLOYEE, PART-TIME ................................ 15
26. CASUAL EMPLOYEE .................................................................................... 15
27. FIXED TERM EMPLOYEE ............................................................................ 15
28. PROBATIONARY PERIOD ............................................................................ 16
29. APPRENTICES AND TRAINEES .................................................................. 16
30. UNDERGRADUATE STUDENT EMPLOYEE ............................................. 16

PART E. TERMINATION OF EMPLOYMENT ..................................................... 17
31. NOTICE OF TERMINATION .......................................................................... 17
32. ABANDONMENT OF EMPLOYMENT ............................................................ 17
33. PAYMENTS ON TERMINATION OF EMPLOYMENT .................................... 17
34. REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT ......................... 18
35. REDUNDANCY AND RETRENCHMENT ....................................................... 18

PART F. WAGES AND RELATED MATTERS .................................................... 20
36. CLASSIFICATIONS AND PAY RATES .......................................................... 20
37. ALLOWANCES .............................................................................................. 21
38. FLEXIBLE PACKAGING ARRANGEMENTS ............................................... 23
39. SUPERANNUATION ....................................................................................... 24
PART A. APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be known as the CSIRO Canberra Deep Space Communication Complex (CDSCC) Enterprise Agreement 2018 – 2021 (“the Agreement”).

2. OBJECTIVES

In the context of this Agreement, the parties will work towards the following objectives:

- To establish, promote and maintain CDSCC activities as international best practice.
- To promote a culture of continued learning and improvement.
- To implement efficiency measures contained herein which are designed to effect real gains in productivity.
- To promote the welfare of the employees.
- To utilise elements of this Agreement to promote a flexible workforce, which is customer focussed and well trained in an environment that encourages innovation and change.
- To enhance job satisfaction for all employees through the acquisition and application of skills across a number of functional areas; and.
- To create a flexible work environment, that enables employees to work to their skills and competencies.

3. DATE OF OPERATION AND DURATION

This Agreement is made pursuant to section 182 of the Fair Work Act 2009. This Agreement will commence operation seven days after it is approved by the Fair Work Commission (FWC) (the commencement date) and reach its nominal expiry date 36 months from the commencement date.

4. VARIATION OR RENEWAL OF AGREEMENT

4.1 In accordance with the Fair Work Act 2009, this Agreement shall operate until it is replaced, varied or terminated.

4.2 The Agreement may only be varied in accordance with the Fair Work Act 2009 as varied from time to time.

5. MAINTENANCE OF STATUS QUO

Should negotiations for a new enterprise agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties. For this purpose the parties agree, at the request of any of the parties to this Agreement, to consider the extension of the nominal expiry date of the Agreement for a further period of up to 12 months, subject to the FWC. This extension Agreement will be made in writing and submitted for approval to the FWC.
6. SCOPE OF THE AGREEMENT, EXISTING CONDITIONS AND RELATIONSHIP TO OTHER INSTRUMENTS

6.1 This Agreement operates to the exclusion of all previously applicable Agreements or Awards certified or approved under the Workplace Relations Act 1996 and/or the Fair Work Act 2009.

6.2 The operation of this Agreement is supported by policies, procedures and guidelines which do not form part of this Agreement. Where any provisions of this Agreement are inconsistent with CSIRO policies, procedures or guidelines, as varied from time to time, then the terms of this Agreement shall prevail.

6.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. PARTIES COVERED BY THIS AGREEMENT

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

a) The CSIRO Chief Executive, on behalf of CSIRO;

b) CSIRO employees in roles permanently based at the CDSCC but does not cover the CDSCC Management Team comprising the following roles:
   i) Director CDSCC;
   ii) Chief Engineer;
   iii) Operations and Engineering Manager;
   iv) Maintenance and Facilities Manager;
   v) Support Services Manager; and
   vi) Manager CDSCC Visitor Centre.

c) subject to the decision of the Fair Work Commission:
   i) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia (CEPU);
   ii) Australian Manufacturing Workers' Union (AMWU); and
   iii) Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

8. POSTING OF AGREEMENT

A paper copy of this Agreement will be displayed by CSIRO on the business premises in such a place where it may be conveniently and readily seen by employees. Furthermore, this Agreement may also be accessed and viewed electronically on the intranet.
9. DEFINITIONS

FWC means the Fair Work Commission or its successor.


Immediate family means a person who is:
- a spouse (including a former spouse)
- a de facto partner or former de facto partner (including same sex partner)
- in the below relationships either with the employee or the employee’s spouse or de facto partner
  - child
  - parent
  - grandparent
  - grandchild or sibling of the employee.

Medical certificate means a certificate issued by a person registered or licensed as a practicing health practitioner and the certificate is issued in respect of the area of practice in which the practitioner is registered or licensed. An acceptable medical certificate will include certificates from medical service providers including the following:
- Registered Medical Practitioners such as General Practitioners, Medical Specialists, Dentists, Orthodontists, registered nurses, midwives, or
- Health Care Providers such as Chiropractors, Physiotherapists, Occupational Therapists, Speech Pathologists, Podiatrist, Dietician, Pharmacists or
- Natural Therapists including naturopaths, herbalists, homeopaths, nutritionists, massage therapists, where a referral to that therapist has been arranged by a registered medical practitioner.

Representative means a person nominated by employees to represent their views and interests to management including a union workplace delegate and except where otherwise stated, includes officials of unions approved to be covered by this Agreement.

Ordinary rate of pay means a rate of pay exclusive of allowances, penalty payments and any other payment otherwise payable to an employee but does include higher duties allowance as appropriate.

Shift worker means a shift worker for the purposes of the NES and an employee who:
- a) works a number of prescribed hours each roster cycle over the course of the week;
- b) is employed in a business where shifts are rostered 24 hours per day, 7 days a week; and
- c) is regularly rostered to work those shifts; and
- d) regularly works on Sundays and public holidays.

10. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

10.1 An employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the Agreement deals with one or more of the following matters:

   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
(iv) allowances;
(v) remuneration;
(vi) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 10.1(a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

10.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

10.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

10.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing — at any time.

11. RENEGOTIATION

In recognition of CSIRO’s arrangements with NASA for the operation of the CDSCC, the parties will make best endeavours to conclude negotiations for a new enterprise agreement prior to the nominal expiry date, including commencing negotiations at least 6 months prior to the expiry date.
PART B. CONSULTATION AND DISPUTE RESOLUTION

12. JOINT CONSULTATIVE COMMITTEE (JCC)

12.1 The parties agree to maintain a consultative committee to facilitate communication and consultation with management on CDSCC employment and workplace matters.

12.2 The JCC will meet at least four times per year and maintain a Charter. Where required, amendments to the Charter will be agreed by the Committee. Further information on the operation of the JCC is contained in the JCC Charter.

13. CONSULTATION

13.1 This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

13.2 For a major change referred to in clause 13.1(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) clauses 13.3 to 13.9 apply.

13.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

13.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

13.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and
(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

13.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

13.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

13.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 13.2(a) and clauses 13.3 and 13.5 are taken not to apply.

13.9 In this term, a major change is likely to have a significant effect on employees if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

13.10 For a change referred to in clause 13.1(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) clauses 13.11 to 13.15 apply.

13.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

13.12 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

13.13 As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and
(ii) information about what the employer reasonably believes will be the
effects of the change on the employees; and
(iii) information about any other matters that the employer reasonably
believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the
change (including any impact in relation to their family or caring
responsibilities).

13.14 However, the employer is not required to disclose confidential or commercially
sensitive information to the relevant employees.

13.15 The employer must give prompt and genuine consideration to matters raised about the
change by the relevant employees.

13.16 In this term:

*relevant employees* means the employees who may be affected by a change referred
to in clause 13.1.

14. GRIEVANCE PROCEDURE

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

14.2 An aggrieved employee has the right to seek a review of a management decision or
action relating to the application of this Agreement or applicable policies/procedures with
the employee having a period of seven (7) days from the date of decision, act or
omission to seek the review.

14.3 Employment conditions provided within this Agreement are not subject to this grievance
procedure. Only the application of employment conditions are subject to this grievance
procedure.

14.4 All parties are committed to resolving grievances in a timely manner at the workplace
level with due regard to confidentiality and fair process. Employees are able to have a
representative present at discussions/informal consultation meetings trying to resolve
the grievance.

14.5 If a grievance remains unresolved, employees may progress their grievance in
accordance with the Resolution of Disputes procedure in this Agreement.

15. RESOLUTION OF DISPUTES

15.1 If a dispute relates to:

(a) a matter arising under the Agreement; or

(b) the National Employment Standards;

this term sets out procedures to settle the dispute.

15.2 An employee who is a party to the dispute may appoint a representative for the purposes
of the procedures in this term.
15.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

15.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

15.5 The Fair Work Commission may deal with the dispute in two stages:

(a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

(a) an employee 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

(i) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(ii) the work is not safe; or

(iii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iv) the work is not appropriate for the employee to perform; or

(v) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

PART C. CSIRO AND EMPLOYEES’ UNDERTAKINGS AND RESPONSIBILITIES
16. ANTI-DISCRIMINATION, WORKPLACE BULLYING AND HARASSMENT

16.1 Anti-Discrimination

The parties to this Agreement are committed to:

a) respecting and valuing the diversity of the workforce;

b) eliminating and preventing discrimination on the basis of race, colour, sex, sexual orientation, gender identity, age, physical or mental disability, marital or relationship status, family or carer’s responsibilities, pregnancy, religion, political opinion, national extraction or social origin;

c) nothing in these provisions will allow any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

16.2 Workplace Bullying and Harassment

The parties to this Agreement acknowledge that everyone has the right to work in an environment where they feel safe from any form of bullying or harassment. CSIRO is committed to providing a workplace free from such behaviour and eliminating and preventing workplace bullying and harassment. Further information can be found in CSIRO’s Preventing Workplace Discrimination, Harassment and Bullying Procedure.

17. OCCUPATIONAL HEALTH AND SAFETY

The parties to this Agreement acknowledge the rights of all workers to a safe and healthy work environment. CSIRO and employees will work together on activities and procedures that improve health and safety in the workplace. CSIRO policies and procedures will comply with the appropriate legislative requirements.

18. EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement are committed to upholding the principles of Equal Employment Opportunity in all business activities and will encourage everyone to ensure opportunities to improve equity are identified and addressed.

19. CONDUCT AND CONFLICTS OF INTEREST

19.1 CSIRO’s business practices and policies reflect CSIRO’s clear intention to follow the course of highest integrity. Employees will be required to comply at all times with all relevant Commonwealth, State and Territory laws and the CSIRO Code of Conduct. All employees of CSIRO are expected to observe the highest standards of honesty, integrity, respect, and fairness during the course of their employment at CDSCC.

19.2 Employees must immediately refer any situations that may or do represent a conflict of interest to the appropriate delegate.

20. PROVISION OF MEALS

20.1 CSIRO will provide a variety of nutritionally balanced meals for all employees on a ‘per meal’ cost recovery basis. Regular reviews of the price of meals will be conducted and proposed price increases will be discussed through CDSCC consultative forums.
20.2 A free meal will be provided for all employees who are required to work in excess of two hours planned or unplanned overtime or who are directed, due to operational requirements, not to leave their work area station, in which case the meal must be consumed in the work area.

21. PROVISION OF TRANSPORT

21.1 CSIRO will provide an employee who is required to work in an area where reasonable means of public transport are not available with suitable transportation to and from the home/workplace. CSIRO agrees that employees will be picked up and dropped off at their home provided that the employee’s home is within the areas bound by the following coordinates and as long as access is obtainable via sealed roads.

<table>
<thead>
<tr>
<th>Latitude</th>
<th>Longitude</th>
<th>Radius</th>
</tr>
</thead>
<tbody>
<tr>
<td>35.22229 deg S</td>
<td>149.08743 deg E</td>
<td>10.76 km</td>
</tr>
<tr>
<td>35.35805 deg S</td>
<td>149.13031 deg E</td>
<td>13.9 km</td>
</tr>
</tbody>
</table>

21.2 Individuals may be excluded from this transport provision if they have been subject to disciplinary action resulting from misconduct with respect to the use of the transportation including but not limited to unsafe driving, unsafe behaviour and misuse or treatment of CSIRO’s property. Further information is contained in the CDSCC Transport Procedure.

22. TELEPHONE ASSISTANCE

22.1 Any employee who is off duty may be contacted over the telephone by CSIRO for the purpose of providing assistance/advice which is directly work related and which will entitle the employee to payment for one hour at the employee’s ordinary rate of pay. Such payment will cover all telephone calls for a period of one hour from the time of the first call. Further calls received outside this one-hour period where the employee provides additional assistance/advice, will entitle the employee to an additional payment of one hour at the employee’s ordinary rate of pay.

22.2 Should the employee attend the site as a result of that telephone call, then no payment will be made and the normal call out provisions of this Agreement will apply.

PART D. EMPLOYMENT CATEGORIES

23. TYPES OF EMPLOYMENT

A person will be engaged under this Agreement, in one of the following categories:

(a) A continuing or regular employee employed either full-time or part-time;
(b) A casual employee;
(c) A fixed term employee including a student engaged under the Undergraduate Program; or
(d) An Apprentice or Trainee.
24. CONTINUING OR REGULAR EMPLOYEE, FULL-TIME

This means employees with a continuing or regular contract of employment, employed on a permanent basis to work the prescribed minimum number of hours per week.

25. CONTINUING OR REGULAR EMPLOYEE, PART-TIME

25.1 This means employees with a continuing or regular contract of employment of no fixed duration with an expectation of working a fixed arrangement of hours, less than the prescribed minimum number of hours per week. Such employees will be paid for ordinary time at the prescribed hourly rate for their classification.

25.2 A part-time employee will be entitled to payment for annual leave, public holidays, personal/carer’s leave and compassionate leave (including bereavement leave) arising under this Agreement on a pro-rata basis calculated on the normal ordinary hours worked.

25.3 Before commencing a period of part-time employment under this clause, CSIRO and an employee will agree:

(a) that the employee may work part-time;

(b) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for work;

(c) upon the classification applying to the work to be performed; and

(d) upon the period of part-time employment (where appropriate).

25.4 The terms of these part-time working conditions may be varied by consent between CSIRO and the employee.

25.5 The terms of these part-time working conditions or any variation to them will be in writing and retained by CSIRO. A copy will be provided to the employee.

26. CASUAL EMPLOYEE

26.1 Casual employees may be employed for a maximum of twelve (12) months providing they are guaranteed no less than four (4) hours engagement every start. Such employment may be terminated by an hour’s notice given either by CSIRO or by the employee.

26.2 The calculation of the casual loading will be paid on the prescribed hourly rate for the classification of the position, plus 25% and is paid in recognition that casuals do not have access to certain entitlements including payment for public holidays not worked and paid leave except Long Service Leave where applicable.

27. FIXED TERM EMPLOYEE

A fixed term employee is one who is engaged to undertake a certain task or project with a defined start and finish date or within a defined period of not less than twelve calendar months. Employment entitlements such as annual leave and sick leave are accrued on a pro-rata basis with all rates, terms and conditions in accordance with the entitlement of continuing full-time employees.
28. PROBATIONARY PERIOD

28.1 All new employees excluding casual employees, will be subject to a probationary period of six months to determine their suitability for ongoing employment. The criteria and objectives to be met must be clearly stated at the commencement of the probationary period and performance reviews conducted during the probation period must be discussed with the employee.

28.2 Prior to the completion of the probationary period, employees will be advised whether their appointment will be confirmed or annulled and provided with an opportunity to respond. Employees who are terminated will be provided with a minimum of one weeks’ notice which will be either served or paid in lieu of notice.

29. APPRENTICES AND TRAINEES

29.1 CSIRO supports the employment of new Apprentices and Trainees and acknowledge that their employment may or may not continue after the training is completed. Continued employment is subject to satisfactory progress during the on and off job components of the training arrangement and availability of suitable roles.

29.2 An employee who is under 21 years of age on the expiration of his or her apprenticeship or traineeship and continues to work as a minor in the occupation, to which they were trained, will be paid not less than the adult rate prescribed in Appendix 2: Rates of Pay.

29.3 Applicable Rates of Pay

(a) The following percentages will apply to calculate the applicable rates of pay for an Apprentice or Trainee who is under 21 years of age:

- 1st year 42%
- 2nd year 60%
- 3rd year 75%
- 4th year 90%

(b) The following percentages will apply to calculate the applicable rates of pay for an Apprentice or Trainee who is 21 years of age or older:

- 1st year 92.9%
- 2nd year 94.2%
- 3rd year 95.4%
- 4th year 96.7%

The base rate used to calculate the Apprentice or Trainee rates of pay will be SCT 1.1.

30. UNDERGRADUATE STUDENT EMPLOYEE

CSIRO will employ undergraduates from time to time under the holiday/short term placement program. An undergraduate student who is 21 years of age or older and is employed on a 12 month or longer placement will be paid in accordance with the adult Apprentice and Trainee rates contained in Appendix 2. Undergraduate students employed on short term engagements will be paid in accordance with the undergraduate rates contained in Appendix 2.
PART E. TERMINATION OF EMPLOYMENT

31. NOTICE OF TERMINATION

31.1 Except as stated elsewhere in this Agreement, an employee will be provided with a minimum of four (4) weeks’ notice of termination of employment. Where the employee is over 45 years of age, and has completed at least two (2) years continuous service with CSIRO, an additional one (1) weeks’ notice must be provided.

31.2 The notice of termination required to be given by an employee will be four (4) weeks, there will be no additional notice based on the age of the employee concerned.

31.3 Employees have the ability to shorten this notice period with appropriate consultation and agreement by their direct supervisor and the Director CDSCC. Where it is mutually agreed for the notice period to be reduced, the employee will only be paid up to, and including, the actual termination date requested by the employee. A request will only be refused on reasonable business grounds.

31.4 CSIRO may, at its discretion, shorten the notice period where reasonable grounds exist. In the event the notice of termination period is reduced at the direction of CSIRO, the employee will be paid for the full notice period at a rate equivalent to the maximum amount of their ordinary rate of pay in lieu of period of notice.

31.5 If the employee fails to give the requisite notice, CSIRO maintains the right to withhold monies due to the employee to a maximum amount equal to the employee’s ordinary rate of pay for the period of notice.

32. ABANDONMENT OF EMPLOYMENT

The absence of an employee from work for a continuous period exceeding five working days without the consent of CSIRO and/or without notification to CSIRO, may be interpreted by CSIRO as abandonment of employment by the employee. CSIRO will make every endeavour to contact the employee before considering/determining whether the employee has abandoned their employment.

33. PAYMENTS ON TERMINATION OF EMPLOYMENT

33.1 Where an employee is terminated or has terminated under notice from CSIRO, the employee will be paid the following payments on termination of their employment as appropriate:

- payment of outstanding wages for hours worked including penalty rates and allowances up to the time of termination;
- unused accrued annual leave entitlements and annual leave loading; and
- unused accrued Long Service Leave in accordance with clause 51.

33.2 Shift workers paid under an annualised penalty arrangement will not be paid annual leave loading as it has been included in the annualised rate of salary.

33.3 Shift workers who have changed to day workers and who are subsequently terminated, will be paid annual leave loading on leave which has accrued since the date of commencement in the day work position.
33.4 Accrued RDO credits will be paid out on termination of employment but it is expected that employees will, subject to operational reasons, use their accrued RDO’s prior to their last day of employment at CDSCC. Section Managers will support employees in taking their RDO’s prior to termination.

33.5 Accrued personal leave is not payable on termination of employment.

33.6 Any termination payment will be reduced by any amount owed to CSIRO by the employee.

34. **REVIEW OF DECISIONS TO TERMINATE EMPLOYMENT**

The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:

- under Part 3.2 of Chapter 3 and Part 6.4 of Chapter 6 of the *Fair Work Act 2009*;
- under other Commonwealth laws (including the Constitution); and
- at common law.

35. **REDUNDANCY AND RETRENCHMENT**

35.1 Consultation

Where CSIRO is directed by NASA or JPL or makes a decision to implement change that may have a significant effect on employment numbers or result in possible redundancies then consultation will take place as per Clause 13.

35.2 Right of Retrenchment Payment

Where an employee is terminated by CSIRO by reason of:

a) mechanisation, technological change; or

b) reduction of work load; or

c) restructuring of the industry or re-organisation of systems or methods; or

d) an offer by the employee of voluntary retrenchment in accordance with clause 35.6 of this Agreement;

then the employee will, if they work until the date specified by CSIRO, be entitled to a retrenchment payment calculated in accordance with clause 35.4, clause 35.5, clause 35.6 and clause 35.7 of this Agreement.

Provided that no retrenchment payment will apply to an employee who is transferred from day work to shift work, or shift work to day work or from one shift to another shift, where that employee is being transferred to an existing position of the same or higher classification.

35.3 Exclusions

An employee will be excluded from benefits of clauses 35.4 to 35.9 where:

(a) The employee would have been retrenched by CSIRO but is offered and accepts alternative employment in a position with a lower rate of pay, and in that case;

i. the employee will retain their old rate for a period of six (6) months from the date of acceptance of the new position and the employee will no longer be covered by this Agreement if the new position is at a site other than CDSCC;
ii. Where an employee has accrued pro-rata long service leave and annual leave entitlements to the date of the reduction in rate of pay (arising out of the transfer to the new position), they will receive payment for this accrued leave at the rate of wage which applies at the date taking such leave for the standard weekly hours for the classification in which they were classified before accepting the new position; or

iii. Where an employee is retrenched within a period of two (2) years from the date of accepting the lower position, they will be paid a retrenchment payment at the rate of wage for the standard weekly hours for the classification in which they were classified before accepting the lower position.

(b) The employee would have been retrenched by CSIRO but is offered a transfer at the same or higher rate of pay to another position within CSIRO, which they accept; or

(c) The employee is summarily dismissed.

35.4 Payment for Retrenchment

The rate of payment to be used in calculating an entitlement will be at the rate currently prescribed in this Agreement applicable to the classification in which the employee was engaged immediately prior to his or her retrenchment taking effect (excepting as provided for in clause 35.3).

Where an employee has periods of part-time and full-time service, the retrenchment payment will be calculated on a pro-rata basis for any period where the employee has worked part-time hours during his or her period of service.

Such rates will include the tracking station allowance but will not include shift premiums, overtime, penalty rates, bonuses or other allowances.

34.5 Calculation of Retrenchment Payments

An employee who is being retrenched may choose one of the following options:

(i) Option 1

An employee who prefers to seek alternate employment will receive retrenchment pay at the rate of three (3) weeks pay for each completed year of service provided that in any such case an employee will receive not less than nine (9) weeks retrenchment pay and not more than eighteen (18) weeks retrenchment pay.

Further, the employee would receive assistance to find employment in the form of management approaching other companies, reasonable time off for interviews with a proportion of reasonable interview expenses paid by CSIRO. The costs of travel associated with transfer and reasonable costs of furniture removal from their present location would be paid by CSIRO.

The above-mentioned terms are to apply during the period of notice and for a period of three (3) months following termination. Transfer and removal of furniture expenses would only be payable for travel within the states of Queensland, New South Wales, Victoria and South Australia. CSIRO will consider transfer to other areas depending on merit.

(ii) Option 2

An employee who prefers to be retrained in a different field will be assisted in such retraining by CSIRO paying the fees with respect to an approved course plus payment of
make-up pay not exceeding the value of retrenchment benefits which would be due to the employee under the provisions of clause 34.6.

(iii) Option 3
An employee who prefers option 3 will receive retrenchment pay at the rate of 3.6 weeks pay for each completed year of service, provided that in any such case, an employee will receive not less than the minimum retrenchment pay to which they are entitled under the FW Act, and not more than 93 weeks retrenchment pay.

35.6 Voluntary Retrenchment

An employee may offer himself or herself for voluntary retrenchment and if agreed by CSIRO, will be entitled to retrenchment pay at the rate of 2.6 weeks pay for each completed year of service, provided that in any such case, an employee will receive not less than the minimum retrenchment pay to which they are entitled under the *Fair Work Act 2009* and not more than 67 weeks, and other payments in accordance with clause 35.7.

CSIRO has the right to refuse an employee’s application for voluntary retrenchment. An employee may withdraw his or her application for voluntary retrenchment within seven (7) days from the date of application for voluntary retrenchment.

35.7 Payout of Leave Entitlements

An employee who is retrenched in accordance with clause 35.2 will also be entitled to the following:

(i) Pro-rata Long Service Leave
Payment of unused pro-rata long service leave in accordance with clause 51.

(ii) Pro-rata Annual Leave and Annual Leave Loading
Subject to clause 33.2 and 33.3 employees will be paid pro-rata annual leave and annual leave loading for all unused accrued annual leave.

(iii) Rostered Days Off
Any unused or accrued rostered days off will be paid at ordinary rates.

35.8 Counselling Service

Counselling Services will be available at no cost to employees who are being retrenched, or offer for voluntary retrenchment. This counselling will be financial counselling and/or vocational counselling. CSIRO will allow reasonable time off to attend such counselling, provided that such arrangements are made in advance and with reasonable notice to CSIRO.

35.9 Certificate of Service

Upon request by an employee, CSIRO will provide a Certificate of Service.

**PART F. WAGES AND RELATED MATTERS**

**36. CLASSIFICATIONS AND PAY RATES**

36.1 Each employee will be paid within the range listed for his or her classification in Appendix 2: “Rates of Pay” to this Agreement. Appendix 1 of this Agreement provides a description of each classification stream covered by this Agreement. Classification descriptors by stream and level are contained in the CDSCC Classification manual.
36.2 Increases to rates of pay

Salary rates contained in Appendix 2 to this Agreement will be increased as follows:

- 1st increase – 3% effective from the beginning of the first pay period commencing on or after the date of operation of this Agreement;
- 2nd 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; and
- 3rd increase – 1% effective from 1 October 2020.

36.3 Payment of Remuneration

(a) Wages are paid fortnightly in arrears every second Wednesday in accordance with the employee’s classification, directly into a financial institution nominated by the employee. Overtime will be paid no later than the payday following the week in which it was performed. This is conditional upon the provision of supporting documentation being completed and provided to payroll within the designated time frame.

(b) The pay period observed at CDSCC operates beginning the first Monday of the fortnight to the second Sunday of the fortnight.

37. ALLOWANCES

Allowances contained in Appendix 3 to this Agreement will be increased in line with increases to salary rates and from the same dates of effect.

37.1 First Aid Allowance

First aid allowance is payable fortnightly in arrears to each person appointed by CSIRO as a workplace first aider and who performs the duties of a first aider as required from time to time. A first aider must successfully complete a nationally recognised first aid qualification determined by CSIRO and maintain that qualification. A person, who fails to maintain currency of their first aid qualification or is no longer an employer appointed first aider, will not be entitled to a first aid allowance.

37.2 CDSCC Antenna Access Allowance

An annualised CDSCC Antenna Access allowance is payable fortnightly in arrears to each employee that successfully completes a CSIRO approved, site specific, antenna access training course. Each employee must successfully complete biennial refresher training to continue receiving the allowance. This allowance incorporates height and confined space allowance for employees who are required to work on antenna on a regular basis.

37.3 Tracking Station Allowance

All employees covered by this Agreement will receive a Tracking Station Allowance whilst permanently based at CDSCC.

37.4 Height Allowance

(a) Height allowance is payable to any person required to ‘work at height’. The definition of ‘work at height’ is any work requiring a fall protection risk assessment (plan) and
only for the duration that the person is required to wear a fall restraint, fall protection or confined space harness.

(b) Work at height does not include accessing antenna equipment rooms from or on an AS1657 compliant stair, platform, ladder or dish surface unless required by the risk assessment. For example, accessing DSS43 Cones is not ‘work at height’, however maintenance within the antenna backup structure is ‘work at height’.

(c) Height allowance is payable for the actual time that the person is working at height, fortnightly in arrears and subject to a completed claim form, recorded Maximo work order and risk assessment for the subject work. Work at height allowance cannot be annualised.

37.5 Confined Space Allowance

An employee who is required to enter and/or work in a confined space is entitled to payment of confined space allowance which is payable fortnightly in arrears and is subject to the employee holding a recorded confined space entry permit and submitting a completed claim form. Confined space allowance cannot be annualised.

37.6 Chokage Allowance

(a) CSIRO will pay a chokage allowance to each employee required to work on sewage plant, equipment or systems and including effluent reclaim systems.

(b) A person appointed by CSIRO through their position description as responsible for the inspection, fault finding, maintenance and repair of sewage plant, equipment and systems including effluent reclaim systems can claim an annualised chokage allowance amount agreed with CSIRO.

(c) Chokage allowance is payable fortnightly in arrears and subject to a completed claim form for each person who works intermittently on sewage plant, systems and equipment and including effluent reclaim systems.

(d) Chokage allowance is not payable for routine cleaning, inspection and minor maintenance associated with bathrooms and toilets.

37.7 Apprentice Tool Allowance

(a) CSIRO will pay each Apprentice a tool allowance for the purchase of tools or equipment relevant to the particular trade in advance for the first year and on the anniversary of each completed year of the apprenticeship as a lump sum or fortnightly amount.

(b) The Apprentice can claim a varying amount of tool allowance each year but not exceed the total allowance otherwise payable over the period of apprenticeship. The Apprentice must provide CSIRO with original detailed invoices substantiating each claim of allowance.

37.8 Higher Duties Allowance

(a) Higher duties allowance (HDA) may be paid in circumstances including:

(i) filling a position during the recruitment process;
(ii) filling a position during a period of absence of the substantive occupant; or
(iii) performing higher level work for a specified period of time.
(b) A higher duties allowance will be paid to an employee who has been directed or authorised to undertake the duties of a higher classification. Higher duties allowance will only be paid for the following periods:

(i) three (3) consecutive working days or more for day workers,
(ii) two (2) consecutive shifts or more for shift workers,
(iii) one (1) shift or more for an eligible shift worker performing higher duties as the Operations Shift Supervisor.

The rate payable will be at either the lowest level of the classification of the employee replaced or at a higher percentage within the classification of the employee replaced as determined appropriate by management. If the replaced employee is not covered by this Agreement, an amount as determined by management will be paid.

37.9 Training Allowance

An employee, who is the holder of Certificate IV in Workplace Training and Assessment, or an equivalent qualification, will be paid an allowance of 7% of his or her ordinary hourly rate for the development, planning, delivery and implementation of competency based training and assessment at CDSCC. This allowance is not payable to persons who occupy a position where training is an intrinsic part of the position and is identified in the position description.

37.10 Electrician’s Licence Allowance

An employee engaged as an electrical tradesperson on electrical wiring work and who holds a current electrician’s licence Grade A will be paid an Electrician’s Licence allowance.

37.11 Motor Vehicle Allowance

Approval may be given for employees to use their private transport for official purposes in situations where it is more efficient and/or less expensive for the Organisation. Where approved, the employee owning the vehicle is entitled to be paid an allowance at the rate outlined in the Taxation Determination issued by the Australian Taxation Office and varied from time to time. Further information is contained in the CDSCC Transport Procedure.

38. FLEXIBLE PACKAGING ARRANGEMENTS

38.1 Employees will have full access to CSIRO policy on Flexible Remuneration Packaging. Employees must confirm with HR the item they intend to sacrifice is an accepted item prior to submission of paperwork for processing.

38.2 Salary sacrifice arrangements are subject to changes in relevant legislation and CSIRO is not responsible for outcomes of such changes. CSIRO will provide further information regarding benefits packaging in CSIRO procedures and guidelines.

38.3 In the event of any change to the salary sacrifice environment (including legislative changes) the parties will communicate the effect of the change on salary sacrifice arrangements for employees at the CDSCC.

38.4 Financial Advice
It is the employee’s responsibility to seek appropriate financial advice prior to entering into any salary packaging arrangement. This advice is at the employee’s own expense.

38.5 Commencing Packaging Arrangements

Notice by an employee to participate in, or withdraw from, salary sacrifice arrangements must be made in writing to Human Resources. Where an employee elects to effect a salary sacrifice arrangement under this clause, and that election results in the employee receiving net wages or salary less than provided for under the wages/salary Appendix of this Agreement, CSIRO will have no liability in respect of that shortfall.

38.6 Impact on Employee Wages

The employee’s salary for overtime, penalty and leave loading rates, long service leave, superannuation and severance/termination payments will be the gross salary that the employee would receive if not taking part in salary sacrifice. The employee will meet any FBT costs incurred, as a result of salary sacrifice under these provisions.

39. SUPERANNUATION

39.1 Defined Benefits Funds

Existing members or deferred members of Commonwealth Superannuation Scheme (CSS) or Public Sector Superannuation Scheme (PSS) may be eligible to rejoin these funds. CSIRO will make the employer contributions to CSS and PSS in accordance with relevant legislation.

39.2 Accumulation Funds

(a) Nominated Fund

CSIRO will nominate a fund (Nominated Fund) into which all CSIRO and employee contributions will be paid, unless an employee chooses an alternative fund under Superannuation Guarantee (Administration) Act 1992 (SGAA) choice of superannuation funds legislation, in which case the contributions for that employee will be paid into the alternative fund. The Nominated Fund is the Public Sector Superannuation accumulation plan (PSSap). CSIRO may at its discretion change the Nominated Fund.

(b) Choice of Fund

If an employee chooses an alternative fund under the choice of superannuation funds legislation, that fund must be an eligible choice fund and meet the administrative requirements of CSIRO.

(c) Definition of Salary for Superannuation

The definition of Salary for Superannuation will be the “Ordinary Times Earnings” definition in s 6 of the SGAA and applies to contributions made to both the nominated (PSSap) and Choice funds.

Salary for the purpose of making superannuation contributions in accordance with clause 39 will be the salary before reduction due to salary sacrifice arrangements.

(d) Employee Contributions
(i) Members of the nominated fund may elect to contribute to the fund from pre–tax or post–tax earnings. Employees who contribute 5% or more of gross salary to the nominated fund are referred to as Contributory Employees. All other employees are referred to as Non–Contributory Employees.

(ii) A Contributory Employee may elect to become a Non-Contributory Employee at either 1 April or 1 October each year. A Non-Contributory Employee may elect to become a Contributory Employee at either 1 April or 1 October by contributing 5% or more of salary.

(e) Employer Contributions

CSIRO will make the following contributions to employees’ superannuation accounts:

- Contributory Employees  17% of Salary
- Non-Contributory Employees  15.4% of Salary

CSIRO contributions will not be otherwise increased except where an increase is necessary to attain the percentage specified in the SGAA for employer contributions. CSIRO will use its best endeavours to remit contributions to employees’ superannuation accounts no less frequently than once per month.

39.3 Fund Administration Costs

(a) CSIRO will meet the administration costs of the Nominated Fund.

(b) Employees choosing an alternative fund under SGAA choice of superannuation funds legislation must meet all fund administration costs.

(c) Investment management fees are typically netted against investment returns and are not funded by CSIRO.

39.4 D&TPD Insurance

(a) For members of PSSap prior to 1 March 2010 the cover is the greater of:

   Fixed cover as established by PSSap effective 1 March 2010, or Basic cover

(b) For those staff who become members of PSSap after 1 March 2010 the amount of cover is the default Death and Total Permanent Disablement insurance.

(c) Once a year CSIRO will contribute to the employee’s account the amount deducted for the D&TPD insurance premium plus the standard tax on employer contributions up to a maximum of the cost of the applicable option set out above.

PART G.  HOURS OF WORK, BREAKS, OVERTIME & SHIFT WORK

40. ORDINARY HOURS OF WORK AND ROSTERS

40.1 CSIRO will consult with employees about changes to their regular roster or ordinary working hours in accordance with clause 13. consultation requirements.

40.2 Ordinary hours of work for day workers
(a) The ordinary hours of work for day workers will be an average of 36.75 per week over a two (2) week cycle. The current arrangement of working ordinary hours will include extra time worked for RDOs and will be nine (9) by 8.45 hour days over a two (2) week cycle and one (1) rostered day off. The rostered day off will be subject to the RDO roster arrangements detailed in clause 41. of this Agreement. These ordinary hours of work will be worked within the span of ordinary hours which is from 0600 to 1800 Monday to Friday inclusive.

(b) Starting and finishing times will be determined by CSIRO within the span of ordinary hours and are currently 0745 and 1642. In the event that CSIRO requires a change in starting and finishing times, one month’s notice of such change being effected will be given to the employees concerned, however, CSIRO and employees concerned may vary the hours of work by mutual consent with a shorter period of notice.

(c) Day workers will work and be remunerated on a 36.75 hour week. Additional RDO credits will accumulate at a maximum of 7 days per year based on time in attendance.

40.3 Ordinary hours of work for shift workers

(a) The ordinary hours of work for shift workers shall be an average of 36.75 hours per week worked over the roster cycle. Under the current 36 week Follow the Sun Operations shift roster (FtSO roster), shift staff will actually work an average of 37.333 hours per week based on shifts of either nine (9) hours or twelve (12) hours with the hours worked above 36.75 accruing towards rostered days off.

(b) The current roster (Follow the Sun Operations) provides for the following:
   • FtSO shift - means a 9 hour shift as follows:
     During AEST: starting at 0800 and finishing at 1700;
     During AEDT: starting at 0900 and finishing at 1800.
   • FtSo span of ordinary hours is 0600 to 1800 each day
   • “TSM day shift” means a twelve hour shift starting at 0700 and finishing at 1900.
   • “TSM night shift” means a twelve hour shift starting at 1900 and finishing at 0700.
   • TSM span of ordinary hours is 0700 to 19:00 day shift and 19:00 to 07:00 night shift

(c) Shift workers being paid average hours per fortnight of 73.5 hours will progressively accrue rostered day off credits over the 36 week cycle at a rate of .5833 hours per week.

40.4 Payment for shift work

Shift workers will be paid the following shift penalty rates:

(a) No penalty rates will apply for a week day shift.

(b) Weeknight shift 20%
   Week night shift penalties apply to all work performed on shifts between 1900 and 0700 on weekdays.

(c) All Saturday work 50%
   The rate to be paid to any shift worker for work performed during ordinary hours between midnight on Friday and midnight on Saturday will be time and one half.
(d) All Sunday work 100%

The rate to be paid to any shift worker for work performed during ordinary hours between midnight on Saturday and midnight on Sunday will be double time.

(e) All Public holiday work 150%

The rate to be paid to any shift worker for work performed during ordinary hours on a public holiday will be double time and one half.

40.5 Shift penalties are not taken into account when calculating any allowances based on salary nor are they payable with respect to any shift for which overtime or other penalty payment is paid. Shift penalty rates are paid in addition to an employee’s ordinary rate of pay for the shift performed.

40.6 Swapping of Shifts

Employees working fixed daily hours on a shift roster may exchange shifts with another employee by mutual agreement and with the approval of their Manager(s). Such exchanges or swaps must not occur if the arrangement would entitle either employee to an overtime payment or come at any additional cost to CSIRO.

40.7 Changes to shifts within the existing roster

Prior to a change(s) being made to an individual(s) rostered shift working arrangements, shift workers will be consulted and given reasonable notice of the change. In such circumstances reasonable notice will normally be regarded as 14 days or less by agreement. If such notice cannot be provided then overtime will be applied to that shift unless an alternative arrangement between CSIRO and the employee is mutually agreed.

40.8 Annualising penalty payments

(a) CSIRO will allow shift workers to annualise penalty payments over a roster cycle (currently 36 weeks) or over a period of 12 months. This annualised approach will result in shift workers being paid a consistent salary rate per fortnight. Annualising may include payment for all shift penalties (including night shift and weekend shift), annual leave loading, payments for working on public holidays and compensation when rostered off on public holidays in accordance with the roster.

(b) Whilst being paid under an annualised penalty payment arrangement, shift workers will be paid the annualised rate of pay during periods of leave excluding long service leave.

(c) The current annualised penalty rate of 31.71% includes payment for all shift penalties (including night shift and weekend shift), payments for working on public holidays except for Christmas Day and New Year’s Day, compensation when rostered off on public holidays in accordance with the current roster and annual leave loading.

(d) Any changes to the composition of the annualised penalty payment to take account of payments for working on Christmas Day and/or New Year’s Day may be approved by the Director CDSCC after consultation with affected employees in accordance with clause 13 of this Agreement.

40.9 Changing from Shift Work to Day Work

For the purpose of this clause the definition of shift worker is restricted to an employee who has been working permanent shift work for not less than twelve months.
(a) Where a shift worker is transferred from a shift position to a permanent day work position at CSIRO’s direction, the employee will receive compensation for lost shift penalties (in lieu of notice) for a period of 26 weeks.

(b) Where the transfer is at the employee’s request as a consequence of a medical condition (and not as a result of promotion or application for an alternative position), compensation for shift penalties is limited to two months.

(c) A shift worker may transfer to day work by mutual consent between CSIRO and the employee. In this case, payment of shift penalties will cease on the date of transfer to the day work position.

41. ROSTERED DAYS OFF

41.1 The parties are committed to a nine-day fortnight for day workers comprising twenty-four (24) Rostered Days off (RDO) per year, based on the following criteria:

- An annual Rostered Day Off (RDO) roster will be developed each calendar year.
- Changes to the RDO roster may occur by mutual agreement between employees and CDSCC management to accommodate operational requirements.
- Under special circumstances and by mutual agreement between a supervisor and the employee, the employee may bank up to three (3) RDO’s per year. Special circumstances for the purposes of this clause are considered to be personal emergencies and operational requirements.

41.2 Notification of any excess bank of RDO credits will be provided to each relevant employee and their supervisor, so that the excess credits can be managed at the workplace level by mutual agreement. Where agreement cannot be reached an employee will be required to take excess credits as designated by an employee’s supervisor.

41.3 Partial RDO’s may be available if arranged in advance by mutual agreement between an employee and their supervisor.

41.4 RDO credits do not accumulate during annual leave for day workers.

41.5 Shift workers

(a) Shift workers who are paid an average of 36.75 hours per week will actually work 37.333 hours per week under the current roster with the additional time of .5833 hours per week accruing progressively towards an annual RDO balance.

(b) If a new shift roster is introduced or the current shift roster is varied, the accumulation of RDO credits may vary or cease if the average number of ordinary hours worked per week changes.

42. BREAKS

42.1 A day worker will not work longer than five (5) hours without taking an unpaid meal break of 30 minutes duration. The employee must take the break unless otherwise directed in which case a twenty minute paid rest break will be taken.

42.2 A shift worker will not be required to work more than five (5) hours without a 20 minute paid rest break.
42.3 Before commencing overtime for a period of more than one and a half hours, where possible, an employee will be entitled to a rest break of twenty minutes, paid at ordinary rates. In addition, an employee will be entitled to a rest break of twenty minutes without deduction of pay after every four (4) hours of overtime, provided they continue work after each break.

42.4 A rest pause of ten (10) minutes each morning and afternoon will be granted to all employees. Such rest pauses will be counted as time worked and taken at any time provided that the rest pause is not granted within one (1) hour of normal commencement or cessation of work or within one hour either side of a meal break.

43. OVERTIME

CSIRO may require employees to work reasonable overtime in addition to their ordinary hours of duty. Approval for overtime must be authorised by CSIRO prior to the overtime being performed but this requirement may be waived in exceptional circumstances.

43.1 Overtime Rates

For the purposes of this clause, overtime will be based on an employee’s ordinary rate of pay and paid at the following rates:

a) Week days - time and one half for the first two hours, double time thereafter.

b) Saturdays - time and one half for the first two hours, double time thereafter.

c) Sundays - double time.

d) Public Holidays - double time and one half.

e) Call Back - time and one half for the first two hours, double time thereafter.

43.2 Time off in lieu of overtime

At the request of the employee, and by mutual agreement between CSIRO and the employee, a period or periods of overtime may be converted to time off in lieu (TOIL) on an hour for hour basis.

43.3 Payment of Overtime for Day Workers

Subject to other provisions in this Agreement, employees will be paid at the appropriate overtime rate for all work performed in excess of ordinary working hours (eg more than 8.45 per day) and for all work performed outside the span of ordinary hours (0600 to 1800).

43.4 Payment of Overtime for Shift Workers

Subject to other provisions in this Agreement, all work done by shift workers in excess of or outside shift rosters will be paid at the rate of time and one half for the first two hours on any one day and at the rate of double time thereafter. Double time will continue until the completion of the overtime work.

43.5 Maximum and Minimum Periods of Overtime
Any overtime worked by an employee in excess of ten (10) hours in a week will be paid for at the rate of double time. If less than fifteen (15) minutes of overtime is worked in a week, no overtime will be paid.

43.6 Minimum Break between Periods of Work

(a) Where overtime work is necessary, it will wherever reasonably practicable be so arranged that the employees have at least twelve (12) consecutive hours break before the commencement of ordinary hours on the next day. With the agreement of the employee, this period may be reduced to no less than eleven (11) hours on the proviso that the employee has worked no more than two (2) periods of overtime in the preceding week.

(b) When an employee works overtime to the extent that the period between the termination of work on one day and the commencement of work on the next day and at least twelve (12) consecutive hours off duty has not elapsed after the completion of overtime, the employee will be released from duty until twelve (12) consecutive hours have elapsed. There will be no loss of pay for ordinary working time occurring during such absence.

(c) If, on CSIRO’s instructions, an employee resumes or continues work without having had twelve (12) consecutive hours off duty, the employee will be paid at double time until released from duty for such period and entitled to be absent until ten (10) consecutive hours off have elapsed. There will be no loss of pay for ordinary working hours during such absence.

43.7 Leave after Eleven or Twelve Hour Break

By mutual agreement, an employee required to return to work after a twelve (12) hour break may take leave instead of returning to work. If four (4) or less hours attendance is required to complete the ordinary hours after a twelve (12) hour break, then the employee’s annual leave or RDO credits will be debited by the number of hours attendance required. If more than four (4) hours attendance is required, then the annual leave or RDO credits will be debited by a full day.

44. CALL BACK

44.1 An employee recalled to work overtime, after leaving the premises, will be paid for a minimum of four (4) hours work at the appropriate overtime rate. The employee will not be required to work the full four (4) hours if the job for which they were recalled to perform is completed within a shorter period.

44.2 An allowance of one (1) hour for travelling time will be included as time worked on call back subject to the following provisions:

a) Payment will be made only when the employee is notified of the call back after they have left the premises and are not being paid for standing by in accordance with clause 44.4.

b) The full four (4) hours of paid time has been worked.

Payment will be made at the appropriate overtime rate.

44.3 Minimum Breaks between hours of work as a result of call out

(a) Where an employee is required to work overtime as a result of call out for three (3) hours or more, either continuous or in broken periods, between midnight and their
standard starting time (e.g. 7:45am) on their next standard working day, they will be released after the completion of the overtime or call-out until they have had either eleven (11) or twelve (12) consecutive hours off duty, consistent with clause 43.6, without loss of pay for standard working time.

(b) If on the instruction of a CDSCC Manager and where the supervisor agrees that the employee is fit to remain at work and work safely, and such an employee resumes or continues work without having had twelve (12) consecutive hours (inclusive of travelling time) off duty, they will be paid at double their standard rate until they are released from duty for either eleven (11) or twelve (12) consecutive hours (inclusive of travelling time), and consistent with clause 43.6. These arrangements are subject to the ruling that when an employee has been working for sixteen (16) consecutive hours they will cease work.

(c) After taking into account the amount of overtime or call-outs completed during ‘after hours’ work, the supervisor may direct an employee to take a rest break before recommencing normal duties without loss of pay for standard working time, if, in the opinion of their supervisor it is deemed that it is unsafe for an employee to carry out their normal duties.

(d) This clause does not apply in the case of an employee called back for less than three (3) hours.

44.4 Standing By for Call Back and Critical Support

(a) An employee who agrees to remain at a reasonable place outside ordinary working hours, for the purposes of CSIRO, will be deemed to be on duty and will be paid for the period required to remain at that place, and does so remain, at the ordinary hourly rate without any penalties or loadings.

(i) Employee’s on standby must:
   - be well rested at the prescribed time,
   - be prepared to leave from a prearranged location,
   - have other commitments deferred such that attendance is possible,
   - be contactable by phone.

(ii) Where an employee who is ‘Standing By’ is called into work they cease to be ‘Standing By’ and are on ‘Call Back’; the minimum period for ‘Call Back’ as a result of ‘Standing By’ will be three (3) hours in addition to the actual period of ‘Standing By’.

(iii) Where an employee who is ‘Standing By’ is not called into work the minimum payment will be the equivalent of four (4) hours work.

(b) It is recognised that the launch schedule has periods of critical support where increased standby demands are required.

(c) Where an employee is ‘Standing By’ for Critical Support they will be given a minimum of two (2) hours’ notice before required attendance to provide support.

(d) If the critical support is cancelled and attendance is no longer required then the employee who is ‘Standing By’ will be paid four (4) hours at ordinary rates in lieu of attending for overtime.
44.5 Critical Support

An employee who agrees to be available for critical support outside the span of ordinary hours, will be paid at overtime rates for attendance.

(a) An employee who has previously agreed to be available will be contacted by telephone at an agreed time to confirm the need to attend;

(b) Payment of overtime will commence from arrival on site;

(c) An employee who subsequent to prior agreement becomes unavailable for attendance must notify the site at the earliest opportunity. No payment will be made if the employee is released from the obligation to attend.

45. WEEKEND WORK

45.1 When required to work overtime on a Saturday or Sunday, employees will be paid for at least four (4) hours work at the appropriate rate, except where the overtime is continued from work on the previous day or completed on the following day.

45.2 Where an employee is required to work overtime on a Saturday or Sunday, they will be entitled to a rest break of twenty (20) minutes without deduction of pay after every four (4) hours of overtime, provided they continue work after each break.

46. SHIFT WORK AND DAYLIGHT SAVING

When daylight saving is authorised by legislation, the shift worked at the time the clocks were altered will be treated, for all purposes, as if the time change had not taken place.

47. EXTRA RATES NOT CUMULATIVE

Extra rates in this Agreement, except allowances prescribed in Appendix 3, are not cumulative and will not exceed the maximum rate of double the ordinary rate, or two and a half times the ordinary rate in the case of work on public holidays.

48. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

48.1 Eligibility to make a request

An employee may request CSIRO for a change in working arrangements which includes a change to hours of work, patterns of work or place of work. Employees are only able to make such a request if they:

- are a carer (as defined in the Carer Recognition Act 2010);
- are a parent/guardian or has responsibility of a child/children that are school age or younger;
- have a disability;
- are 55 years of age or older;
- are experiencing family violence; or
- are caring or supporting a family or household member who is experiencing family violence.
48.2 An employee is not entitled to make a request under the provisions of this clause unless:

- the employee (excluding a casual employee) has completed at least 12 months of continuous service with CSIRO immediately before making the request; or
- the employee is a casual employee who:
  - is a long term casual employee of CSIRO immediately before making the request; and
  - has a reasonable expectation of continuing employment by CSIRO on a regular and systematic basis.

48.3 Transport Arrangements

An employee with a flexible working arrangement under clause 48 which results in them attending work outside the standard commencement and finishing times, will not have access to a fleet vehicle and must provide their own transport to and from the work site.

48.4 Request requirements

A request by an employee must be in writing and provide details of the requested change(s) and the reasons for the requested change(s).

48.5 Agreeing or refusing a request

CSIRO will respond to a request in writing within 21 days of receiving that request and if the request is refused, will provide reasons for the refusal noting the reasonable business grounds for refusing the request.

49 AVERAGING PAY OVER A REDUCED WORKING YEAR

49.1 In addition to flexible work provisions, this scheme adds flexibility in the taking of approved periods of LWOP. Where it is agreed between the employee and CSIRO, the employee may elect to work a reduced working year of 48 weeks. Employees may access the scheme for study, travel or other personal reasons. For example, employees with school age dependents may wish to combine these non-work periods with annual leave so as to be at home during all or most of the school holiday periods.

49.2 Key Principles

(i) Employees participating in this scheme will have their income averaged to take into account periods of LWOP of four weeks in any 52 week period.

(ii) Arrangements approved under these guidelines need to be initiated by employees and approved by CSIRO. Access to this form of LWOP is not an entitlement and requires approval by the Director.

(iii) The 52 week period is not restricted to either calendar or financial years and once the 52 week period starts an employee may elect to cancel or vary the arrangement only with the approval of CSIRO. Arrangements must however be aligned to a pay period.

(iv) Normally it is expected that this form of leave will be taken in blocks of five working days, but periods of less than five days, may be granted with the approval of the Director. This may be taken in conjunction with other forms of leave.
49.3 On resignation, transfer and/or at the end of the 52 week period, a reconciliation shall be conducted of the leave taken and salary paid.

49.4 RDO accrual will reduce in proportion to any reduced working year.

PART H. LEAVE AND PUBLIC HOLIDAYS

50. ANNUAL LEAVE

The parties to this Agreement encourage staff to take leave annually up to their full entitlement. Employees are entitled to take this leave in an unbroken period. All annual leave is exclusive of public holiday entitlements and accrues progressively.

50.1 Excess Annual Leave

Where an employee has accrued more than two (2) years annual leave entitlement, CSIRO may direct the employee to clear all excess leave and sufficient additional leave to ensure the accrual remains below the two year entitlement balance, provided there has been genuine consultation to reach an arrangement with the employee and the employee is provided with four (4) weeks’ notice of the requirement to take the leave.

50.2 Annual leave for Day Workers

Day workers are entitled to four (4) weeks annual leave for every twelve (12) months of service.

50.3 Annual leave for Shift Workers

Shift workers are entitled to four (4) weeks leave annual leave for every twelve (12) months of service. Shift workers will be entitled to one (1) additional week of annual leave (total of 5 weeks) if they regularly perform ordinary duty on all days of the week and on public holidays and performs work in accordance with a shift roster for an ongoing or fixed period.

50.4 Annual Leave Loading

(a) Day workers are entitled to payment of 17.5% annual leave loading calculated on their ordinary rate of pay when taking annual leave.

(b) Shift workers paid under an annualised penalty arrangement have annual leave loading included in the annualised penalty rate and therefore, will not be paid any additional loading on the taking of leave or on termination.

50.5 Part-time employees

Part-time employees will be entitled to annual leave and annual leave loading on a pro-rata basis.

50.6 Time of Taking Leave

(a) The date from which a period of annual leave will commence will be mutually agreed between CSIRO and an employee, provided that in the absence of such agreement, annual leave will be taken at a time fixed by CSIRO within a period not exceeding twelve months from the date when the right to annual leave accrued and after not less than four weeks’ notice to the employee.
(b) By mutual agreement between CSIRO and an employee, annual leave may be taken at any time, in an unbroken period within twelve months from the date at which it falls due.

(c) Once the time of annual leave has been fixed, it may only be altered or amended by agreement between CSIRO and the employee concerned.

50.7 Taking other leave during Annual Leave

An employee who, during a period of annual leave, becomes entitled to a period of other leave including personal/carer’s leave and compassionate leave, will be granted leave for the period claimed and have the equivalent period of annual leave re-credited. Granting of the other leave type will be subject to satisfying the evidentiary requirements in accordance with the relevant provisions for that leave type. For clarity, unpaid parental leave is not included.

50.8 Cashing out Annual Leave

(a) An employee may apply to ‘cash out’ a period of annual leave. To access this provision:

- A balance of 4 weeks remaining accrued paid annual leave (or the equivalent for part-time employees) must be retained;

- an application to cash out leave may only be made during the period 1st to 31st March of each year;

- Five days only (or the equivalent number of days for part-time employees) can be ‘cashed out’;

- A total absence of at least 10 days (or the equivalent for part-time employees) which may include either 10 days annual leave or a combined block of 9 days annual leave and 1 RDO, 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 employee.

(b) The employee will be paid the full amount that would have been paid had the employee taken the entitlement as a period of leave.

51. LONG SERVICE LEAVE

51.1 Long service leave will accrue and may be used in accordance with the Long Service Leave (Commonwealth Employees) Act 1976. Long service leave will only be granted in blocks of at least seven calendar days at full pay, or at least 14 calendar days at half pay, per occasion. It is not to be broken by other forms of leave unless required by legislation.

51.2 Shift penalties are not payable on Long Service Leave accrued in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

51.3 Leave accrued prior to 26 February 2010

(a) A transferred balance of accrued leave will be separately identified.
(b) Employees who transferred to CSIRO on 27 February 2010 and who have a balance
of accrued leave which transferred into CSIRO in 2010, may access the accrual as
follows:

- after 7 years total service (including both recognised service prior to joining CSIRO
  and subsequent service completed with CSIRO); and
- after 5 years service total service (including both recognised service prior to joining
  CSIRO and subsequent service completed with CSIRO) where employment is
  terminated by CSIRO other than for serious misconduct.

51.4 Any accrued leave which transferred with shift workers, will be paid at a rate inclusive of
the 43.3% shift penalty, as it is taken.

52. PERSONAL/CARER’S LEAVE

52.1 Conditions for Personal/Carer’s Leave

All employees (excluding casuals) are entitled to fifteen (15) days of paid
personal/carer’s leave for each year of service with such leave accruing progressively.
Personal/carer’s leave is cumulative from year to year but is not paid out on termination.

52.2 Personal/carer’s leave may be used for:

- Sick leave for personal illness or personal injury; or
- Carer’s leave to provide care or support for an immediate family member, or member
  of the employee’s household who is ill, injured, incapacitated, or affected by an
  unexpected emergency, or to provide related care for a medical condition.

52.3 Medical Evidence

Sick leave or carer’s leave with pay shall be granted subject to available credits:

- On production of satisfactory medical evidence (being a medical practitioner’s
  certificate or where not reasonably practicable, a statutory declaration from the
  employee);
- Without production of a medical certificate to the extent of five days for sick leave and
  five days for carer’s leave in any calendar year. In both cases, no more than three (3)
  consecutive days may be taken without a medical certificate.

52.4 Sick leave provisions

The use of sick leave is subject to the following conditions and limitations:

(a) Employees are not entitled to paid leave of absence for any period in respect of which
they are entitled to workers’ compensation.

(b) An employee will, as soon as practicable during the first four ordinary hours of the first
day or shift of such absence, inform their immediate supervisor of their inability to
attend for duty, and, as far as practicable, state the nature of the injury or illness and
the estimated duration of the absence. However, it will not be considered a breach
of this clause if the employee, who fails to give notice as provided, proves to the
satisfaction of CSIRO, that his or her failure to give notice of the estimated duration
of absence was reasonable in the circumstances.
(c) An employee, who is sick on an RDO, may have the RDO re-credited upon production of a medical certificate from a legally qualified medical practitioner stating that the employee was unfit to work on the day for which the sick leave is claimed.

52.5 Additional Sick Leave

Subject to the conditions and limitations in clause 52.4, CSIRO will grant additional sick leave to a continuing or regular employee where that employee suffers an injury travelling in a CSIRO vehicle on their usual journey to or from work, and the employee:

(a) Has exhausted their paid personal/carer’s leave credits; and

(b) Has utilised annual leave to the extent that a balance not greater than 10 days remains.

The maximum period of additional sick leave that will be approved is three months, less the period of annual leave and personal/carer’s leave the employee has utilised in respect of the injury.

52.6 No Termination on Sick Leave

CSIRO will not give notice of termination of employment to any employee whilst that employee is on paid sick leave as prescribed by this clause.

52.7 Payment for personal/carer’s leave

Employees will be paid at their ordinary rate of pay for any periods of approved personal/carer’s leave provided that shift workers being paid the current annualised penalty rate will receive their annualised rate of pay for the period. The current annualised rate for shift workers is provided at clause 40.8(c).

52.8 Carer’s leave provisions

The entitlement to use personal/carer’s leave in accordance with this clause is subject to:

(a) the employee being responsible for the primary care of the person concerned; and

(b) the person concerned being either:

   (i) a member of the employee’s immediate family (as defined in clause 9); or

   (ii) a member of the employee’s household.

(c) An eligible employee will be entitled to use, in accordance with this clause, any current or accrued personal leave entitlements for absences to provide care and support, for such persons when they are ill or subject of an unexpected emergency.

(d) Employees will, if required, establish by production of a medical certificate or statutory declaration, the illness or emergency of the person concerned/being cared for.

(e) Employees will, wherever practicable, give CSIRO notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify CSIRO by telephone of such absence at the first opportunity on the day of absence.
52.9 Unpaid Leave for Caring Purposes

Where sick leave credits have been exhausted, an employee will be entitled to take unpaid
carer’s leave of 2 days for each permissible occasion, for the purpose of providing care to
a member of the employee’s immediate family or a member of the employee’s household
who requires care or support because of a personal illness, injury or who is affected by an
unexpected emergency.

Unpaid carer’s leave is also available to casual employees.

53. MATERNITY LEAVE

Maternity leave is provided in accordance with the Maternity Leave (Commonwealth Employees)

53.1 The provisions of the Maternity Leave (Commonwealth Employees) Act 1973 and
CSIRO’s terms and conditions of employment allow female employees to be absent from
work for up to 52 weeks using a combination of paid and unpaid leave such as maternity
leave.

53.2 The payment of paid Maternity leave available under the Maternity Leave
(Commonwealth Employees) Act 1973, being up to 12 weeks, may be spread over a
period of up to 24 weeks at a rate of half normal salary and must be taken at this rate for
the entire period of leave. The first 12 weeks of this leave will count as service.

53.3 Request for Medical Certificate

Where an employee wishes to continue to work within the six (6) week period
immediately prior to the expected date of birth, or where the employee wishes to return
to work within six weeks after the birth of the child, the employee is required to provide a
medical certificate stating that she is fit to work on her normal duties.

53.4 Transfer to a Safe Job

(a) All pregnant employees, including casuals, are entitled to move to a safe job if it isn’t
safe for them to do their usual job because of their pregnancy.

(b) An employee who moves to a safe job will get the same rate of pay, hours of work
and other entitlements that she received in her usual job.

(c) CSIRO and the employee can agree on different working hours and the employee will
remain in the ‘safe job’ until it is safe for her to go back to her usual job, or she gives
birth.

(d) Employees will be required to provide a medical certificate stating:
    • that she is fit to work but not in her usual job;
    • why her normal job is not safe; and
    • how long she should not work in her normal job.

53.5 Special Maternity Leave

Where an employee’s pregnancy terminates within 28 weeks of the expected date of
birth of the child, other than by birth of a living child, the employee may take unpaid
special maternity leave for such periods as a registered medical practitioner certifies as
necessary.
54. PARENTAL LEAVE

54.1 Parental leave - paid

(a) Employees will be entitled to four (4) weeks paid parental leave available on:

(i) The birth of their child (in addition to any maternity leave granted in accordance with clause 53, if applicable.);

(ii) The adoption of a child under the age of 16 years; or

(iii) Becoming a permanent legal guardian for a child under the age of 16 years who is not already residing with the employee.

(b) At CSIRO’s discretion, paid parental leave may be taken at 8 weeks half pay for the entire period.

(c) Parental leave will be paid at an employee’s ordinary rate of pay provided that employees paid under an annualised shift penalty arrangement will also be paid their annualised penalty rate for the period of leave.

(d) Partner’s attending the birth of their child are entitled to one (1) additional day of paid leave.

(e) Paid parental leave must be taken within the first 52 weeks following the event in clause 53.1(a).

(f) A period of paid parental leave reduces the total period of unpaid parental leave an employee may take.

54.2 Parental leave – unpaid

(a) Unpaid parental leave will be provided in accordance with the National Employment Standards.

(b) Employees who have responsibility for the care of their child including an adopted child, are entitled to a continuous period of unpaid parental leave of up to 12 months.

(c) Each eligible member of an employee couple may take a separate period of up to 12 months unpaid parental leave. However, if only one person is taking leave or if one member of the employee couple wants to take more than 12 months leave, the employee may request a further period of 12 months leave. The second period of leave must commence immediately following the initial 12 month period of leave (up to 24 months in total). Approval of this additional period of leave by CSIRO is subject to operational requirements.

(d) Both employees of an employee couple may take leave at the same time for a maximum period of eight (8) weeks during the first 52 weeks from the date of birth or placement of the child and this concurrent period of leave is deducted from the total parental leave entitlement being 12 months for one employee; 24 months for an employee couple.

(e) The total period of leave taken must be of continuous duration and not extend beyond 24 months after the date of birth or the day of placement of the child.

54.3 Returning to work after a period of leave
(a) On ending parental or maternity leave, an employee is entitled to return to the employee’s pre-leave position or if that position no longer exists, an available position for which the employee is qualified and suited which is nearest in status and pay to the pre-leave position.

(b) An employee will notify of their intention to return to work after a period of parental leave, at least four weeks prior to the expiration of the leave.

54.4 Notice Requirements for unpaid Parental Leave

(a) Other than in exceptional circumstances, employees will give 10 weeks written notice stating the expected commencement date of leave, the period of leave and the anticipated date of return to work. Supporting documentation (such as a statutory declaration) should be attached to confirm that the employee will have responsibility for the care of the child and that the employee will not engage in conduct inconsistent with his or her contract of employment. The declaration must also provide details of any parental leave sought or taken by the employee’s spouse/partner to care for the child.

(b) Employees may extend parental leave once only whilst on leave, by indicating the new date in writing no less than 4 weeks prior to the originally agreed date of return to work. An extension will only be granted to take the total amount of parental leave up to a maximum of 52 weeks. An employee may also apply for an additional 52 weeks' unpaid parental leave, which will be considered, having regard to CDSCC business requirements. Employees may also apply to have the length of parental leave shortened. In granting the request the availability of the employee’s substantive position and/or the feasibility of the employee filling a comparable position must be considered.

54.5 Replacement Employees

A replacement employee is an employee specifically engaged or temporarily promoted, seconded or transferred, as a result of the employee proceeding on parental leave.

54.6 Variation of the Parental Leave Period

An employee may vary their leave period by notifying CSIRO in writing as long as the final period of leave does not exceed the maximum entitlement. Return to Work must be agreed between CSIRO and an employee provided that the time does not exceed four weeks from the date of return requested by the employee.

55. COMPASSIONATE LEAVE

55.1 Employees (excluding casual employees) will be granted up to three (3) days paid compassionate leave on each occasion that a member of the employee’s immediate family or household (see clause 9. for definition):

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

55.2 Casual employees will be granted up to three days of unpaid leave on each occasion that compassionate leave is required.

55.3 The granting of compassionate leave is subject to the production of suitable evidence.
Approval of requests for periods of compassionate leave greater than the 3 day entitlement above, will be at the discretion of the Director CDSCC. Additional paid compassionate leave will usually be conditional upon the person not presently being on leave due to any other entitlement.

56. VOLUNTARY COMMUNITY SERVICE LEAVE

56.1 Employees may access leave without pay to undertake voluntary community service work.

56.2 Voluntary community service work must not:

- involve any payment in cash or kind to the employees for work performed;
- replace a paid worker;
- generally be undertaken solely for direct personal benefit;
- be work which does not have a community focus;
- present a conflict of interest for CSIRO; or
- be primarily focused on promoting particular religious or political views.

56.3 Approval of voluntary community service leave is subject to CDSCC operational requirements.

57. JURY SERVICE LEAVE

57.1 An employee required to attend court as a juror will be granted leave of absence with pay but if the employee also receives any payment from the court for their period of jury service, the employee will be required to pay this to CSIRO, excluding any expense related allowances.

57.2 The employee will notify CSIRO of the date upon which they are required to attend for jury service and must provide to CSIRO proof of attendance and the duration of attendance.

57.3 Wages will be paid at the appropriate rate for the classification in which the employee is ordinarily employed, plus the allowances payable in accordance with clause 37. of this Agreement.

58. VOLUNTARY EMERGENCY SERVICES LEAVE

58.1 Paid leave

Employees who are active members of volunteer emergency services, such as the Bush Fire Brigade or State Emergency Service are able to access one (1) day paid leave per annum to attend emergency service activities. As much notice as possible should be given to the employee’s manager who has authority to approve this provision.

58.2 Unpaid leave

(a) In times of declared disaster or emergency situations where an employee is called upon to assist in dealing with the emergency or disaster, the employee must provide
notice of their absence to their manager as soon as possible and advise of the expected period of absence.

(b) Unpaid leave will also be granted for participating in voluntary emergency services duties including unpaid leave for regular training, all emergency services responses, reasonable travelling time, reasonable recovery time and ceremonial duties.

58.3 Evidentary requirements

CSIRO reserves the right to request official confirmation in writing from the relevant emergency service confirming the employee’s participation in the declared emergency/disaster situation, to be provided upon their return to work.

59. DEFENCE LEAVE

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

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

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

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

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

59.6 Eligible employees may also apply for annual leave, long service leave, leave without pay or they may use make up time for the purpose of fulfilling ADF Reserve, CFTS or Cadet Force obligations.

59.7 Employees are to notify supervisors at the earliest opportunity once the dates for ADF Reserve, CFTS or Cadet Force activities are known and/or changed.

60. CEREMONIAL LEAVE

Ceremonial leave is also known as “Cultural Leave” and applies to employees with religious or cultural obligations including Aboriginal or Torres Strait Islander persons. An employee who is legitimately required by their cultural traditions to be absent from work for ceremonial purposes may request up to five (5) days unpaid leave per annum for ceremonial purposes.

61. PUBLIC HOLIDAYS

61.1 The following days will be holidays for CDSCC employees working in the Australian Capital Territory:

- New Year’s Day;
• Australia Day;
• Canberra Day;
• Good Friday;
• Easter Saturday;
• Easter Sunday
• Easter Monday;
• Anzac Day;
• Reconciliation Day;
• Queen’s Birthday;
• Labour Day;
• Christmas Day;
• Boxing Day; and

Any other day, or part of any other day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

61.2 Where Christmas Day falls on a Saturday, the following Monday will be an additional public holiday; or if Christmas Day falls on a Sunday, the following Tuesday will be an additional public holiday.

61.3 Where Boxing Day falls on a Saturday, the following Monday will be an additional public holiday; or if Boxing Day falls on a Sunday, the following Tuesday will be an additional public holiday.

61.4 Where New Year’s Day falls on a Saturday or Sunday, the following Monday will be an additional public holiday.

61.5 Where ANZAC Day falls on a Sunday, the following Monday will be the ANZAC Day holiday.

61.6 Any day mentioned in clause 61.1 which is declared to not be a public holiday in a particular year, will not be treated as a public holiday for that year.

61.7 Payment for Public holidays not worked

(a) An employee other than a shift worker, who is absent from his or her employment on a day or part day that is a public holiday (that they would be required to work except for the day being a public holiday), will be paid at their ordinary rate of pay for the day or part day.

(b) Where an employee is absent from their employment on the working day before or after any of the holidays referred to in this clause without reasonable cause, the employee will not be entitled to payment for the holiday.

(c) Shift workers (not remunerated under an annualised penalty payment arrangement) who are rostered off on a public holiday, will be granted one days leave in lieu of that holiday to be taken within one (1) month of the holiday. If it is not practicable for CSIRO to grant a day’s leave in accordance with this
clause, the employee will be paid for one day at the employee’s ordinary rate of pay in lieu of time off duty.

(d) Clause 61.7(c) will not apply to Shift workers remunerated under an annualised penalty payment arrangement as the entitlement has been included and compensated for in the annualised penalty payment.

61.8 Payment for public holidays worked

(a) Subject to clause 61.8(b) employees who work on a public holiday(s) will be paid at the rate of double time and one half of their ordinary rate of pay with a minimum payment of four (4) hours except where the work commenced on the previous day or is completed on the following day.

(b) Shift workers remunerated under the current annualised penalty payment arrangement will not receive any additional benefit/payment when working on a public holiday(s) except for when they are required to work on Christmas Day and/or New Year’s Day holiday(s) or any additional gazetted public holidays not listed in clause 61.1. The current annualised rate for shift workers is provided at Clause 40.8 (c).

62. TRAVELLING, TRANSPORT AND FARES

62.1 CSIRO will allow an employee reasonable expenses for all fares, accommodation and other costs incurred in accordance with the instruction of CSIRO whilst travelling. All domestic airfares will be at the economy rate. International airfares will be at the applicable rate set out in CSIRO Travel Procedures. Reasonable expenses for accommodation and other costs will be defined by the applicable CSIRO Travel Procedure as varied from time to time.

62.2 An employee sent from his or her usual locality to another and required to remain away from his or her usual place of abode will be paid travelling time whilst necessarily travelling between such localities where the travel is wholly within Australia. The rate of pay for travelling time will be agreed with the employee’s manager prior to the travel being undertaken and will generally be paid at ordinary time rates however, time and one half can be paid for Saturday, Sunday and public holidays.

62.3 By mutual agreement, time off in lieu on an hour for hour basis, may be provided instead of any payment being made. The maximum TOIL provided or travelling time to be paid for will be twelve hours out of every twenty-four hours or when sleeping berth is provided by CSIRO for all-night travel, the maximum will be eight hours out of every twenty-four hours. Staff will continue to receive their rate of pay as though they are working at CDSCC; there will be no reduction in salary for work carried out at another locality.

63. LEARNING, DEVELOPMENT AND TRAINING

63.1 CSIRO recognises that professional development is a requirement of maintaining engineering, technical and professional skills and competencies and will support this through the performance development and review process. Further information is contained in the Training and Further Education Specific Operating Instruction.

63.2 The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- maintaining a highly skilled and flexible workforce;
• providing employees with career opportunities through appropriate training and development to acquire additional skills; and
• providing employees with the opportunity to acquire additional skills.

63.3 Employees will not suffer any loss of pay for training undertaken during working hours. Costs associated with standard fees for prescribed courses will be paid by CSIRO.

63.4 A shift worker required to undertake training for a period less than one full pay period will not suffer loss of penalties.

63.5 The parties to this Agreement agree that training programs will be consistent with the following:

(a) Training provided will be consistent with CSIRO’s business requirements relevant to the work of the employees and consistent with the skills development of each employee;

(b) Training may be taken either on or off the job with all possible steps taken to conduct the training in the employee’s normal working hours;

(c) CSIRO will meet training costs of courses and licenses approved by CSIRO; and

(d) CSIRO will not meet the costs of training undertaken by employees which was not approved by CSIRO.

64. INCREMENTAL MOVEMENT AND PROMOTIONS

Information regarding CDSCC classifications is available in CDSCC’s Classification Manual.

The awarding of incremental movements to an employee will be based on the annual performance and development system and will be dependent on the demonstration of satisfactory performance against the employee’s relevant classification description. In addition, promotion to a higher classification will be based on merit.

65. PROMOTIONS APPEAL COMMITTEE

65.1 A promotion appeal will be heard by a CDSCC Appeal Committee. Proceedings before the CDSCC Appeal Committee will be conducted in such a manner as the Appeal Committee considers appropriate with due regard to procedural fairness and the principles of natural justice. Further information is contained in the Appeal Committee Procedure.

65.2 The Appeal Committee will provide a recommendation to the Director CDSCC who will review all Committee findings and make a decision on the outcome.

66. SITE EQUIPMENT AND TOOLS

66.1 CSIRO will provide and keep in efficient and safe condition, all tools and equipment that employees are required to use. An employee will replace or pay for any tools provided by CSIRO if lost or damaged through negligence.

66.2 No tools may be removed from CDSCC without the express permission of the Director CDSCC and must be surrendered at termination of employment.
Apprentices will receive the tool allowance specified in Appendix 3 to this Agreement for the duration of their training.

Protective Clothing and Equipment

All employees will be provided with all necessary personal & protective equipment (PPE). The type of PPE supplied, will be adequate to minimise the risk(s) associated with the specific hazards for which it is to be used. Employees issued with protective clothing and equipment are required to utilise such clothing and equipment.

PART I. REPRESENTATION AND RESPONSIBILITIES

67. FREEDOM OF ASSOCIATION

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

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

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

68. REPRESENTATIVES

68.1 An employee may have a representative to represent them in their industrial interests and ascertain their views on workplace issues. CSIRO and representatives will deal with each other in good faith.

68.2 The role of representatives, is to be respected and facilitated. At its discretion, CSIRO will determine the appropriate level of support for employees who perform these roles.

69. REPRESENTATIVE NOTICE BOARD

69.1 CSIRO will permit a notice board of reasonable dimensions to be erected in a position at the workplace where it is reasonably accessible to all employees working under this Agreement. CSIRO reserves the right to remove inappropriate or offensive material.

70. ACCESS TO HUMAN RESOURCE FILES

Employees will have appropriate access to their personal files and CSIRO will comply with all applicable legislative requirements regarding management and access to personal files. Further information is available in the CSIRO Personnel Records Procedure.
SIGNATORIES FOR APPROVAL
CSIRO Canberra Deep Space Communication Complex (CDSCC) Enterprise Agreement 2018 - 2021

EMPLOYER:
For and on behalf of: Commonwealth Scientific and Industrial Research Organisation (CSIRO)
Name & Title: Dr Larry Marshall, CSIRO Chief Executive
Address: Clunies Ross Street, Acton, ACT 2601

Signature: [Signature]
Date: [0 December 2018]

BARGAINING REPRESENTATIVES:
For and on behalf of: Australian Manufacturing Workers' Union (AMWU)
Name & Title: Mr Tim Ayres, AMWU State Secretary
Address: 133 Parramatta Road, Granville NSW 2142

Signature: [Signature]
Date: [Signature]

For and on behalf of: Australian Manufacturing Workers' Union (AMWU)
Name & Title: Mr Tim Ayres, AMWU State Secretary
Address: 133 Parramatta Road, Granville NSW 2142

Signature: [Signature]
Date: [Signature]

For and on behalf of: Professional Australia - ACT Branch
Name & Title: Mr Dale Beasley, Director
Address: 7 Napier Close, Deakin ACT 2600

Signature: [Signature]
Date: [Signature]

For and on behalf of: Gary Smee
Name & Title: [Name & Title]
Address: [Address]
Signature: [Signature]
Date: [Signature]
SIGNATORIES FOR APPROVAL
CSIRO Canberra Deep Space Communication Complex (CDSCC) Enterprise Agreement 2018 - 2021

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Name & Title: Dr Larry Marshall, CSIRO Chief Executive
Address: Clunies Ross Street, Acton, ACT 2601
Signature: .................................................. Date: ........................................

BARGAINING REPRESENTATIVES:
For and on behalf of: Australian Manufacturing Workers’ Union (AMWU)
Name & Title: Mr Tim Ayres, AMWU State Secretary
Address: 133 Parramatta Road, Granville NSW 2142
Signature: .................................................. Date: ........................................

For and on behalf of: Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
Name & Title: Mr Benjamin Lister, CEPU NSW Electrical Division, Assistant Secretary
Address: Level 9, 370 Pitt Street, Sydney NSW 2000
Signature: .................................................. Date: 11/12/18

For and on behalf of: Professional Australia - ACT Branch
Name & Title: Mr Dale Beasley, Director
Address: 7 Napier Close, Deakin ACT 2600
Signature: .................................................. Date: ........................................

For and on behalf of: Gary Smee
Name & Title: .......................................................... ..........................................................
Address: ..................................................................................................................................
Signature: .................................................. Date: ........................................
PART J. APPENDICES

APPENDIX 1 - CLASSIFICATION STREAMS

Classification Streams: to be read in conjunction with the Rates of Pay contained in Appendix 2 to this Agreement.

ADMINISTRATION (SCA)

Administrative work involves the application of skill, knowledge (including technical and professional knowledge) and experience necessary to undertake the role and function of administering and promoting legislation, regulations, procedures, policies and programs.

It is performed within jobs that are predominantly engaged in clerical, administrative and managerial work within an office environment and includes:

- Policy/strategic development, administration and processing of human resources, payroll, finance, record management, contract management and procurement functions;
- Policy/strategic development on other CDSCC functions;
- The provision of advice including through the drafting of FAQ sheets, staff newsletters and correspondence;
- The provision of advice or services to external clients and employees; and
- Other administrative and clerical support.

These jobs were historically known as Space Tracking Industry Worker or STIW positions.

LOGISTICS (SCL)

Logistics work involves inventory management and related procedures including the ordering and receiving, loading and unloading, packing and unpacking, moving, storing, locating, issuing and basic cataloguing of stores and stock and maintenance of associated records. It may also include the disassembly, straightforward servicing or cleaning and reassembly of manufactured items or their components.

These jobs were historically known as Space Tracking Industry Worker or STIW positions.

GENERAL (SCG)

General work is unskilled or semi-skilled work involving manual labour, trades or professional help, transport, machinery and plant operation, assembly, manufacturing and construction work, hospitality and grounds maintenance, and associated tasks.

These jobs were historically known as Space Tracking Industry Worker or STIW positions.

TECHNICAL/TRADE (SCT)

a) Trade Work

Trade work is predominantly manual work involving the application of specific technical knowledge and the operation of a wide variety of precision machinery, equipment or plant. Most trade work requires a level of skill commensurate with an AQF Certificate III.

Trade work jobs were historically known as Space Tracking Industry Worker or STIW and Space Tracking Industry Technical or STIT positions.
b) **Technical Trade Work**

Technical trade work involves the more advanced trade work, typically on machines, instruments or equipment with complex circuitry or control systems or which utilise some combination of electrical, electronic, mechanical or fluid power principles. It may also involve the application of advanced computer or numerical control techniques in machining, cutting, welding or fabrication. Such work requires a level of skill commensurate with an AQF Certificate IV.

Jobs characterised by this kind of work were historically known as Space Tracking Industry Technical or STIT positions.

c) **Technical Work**

Technical work is performed within jobs that require an understanding of science, engineering, mathematics or design principles, and significant practical skills. Most technical work requires a level of skill commensurate with an AQF Diploma or Advanced Diploma. Such work is often performed in support of professionals.

Jobs characterised by this kind of work were historically known as Space Tracking Industry Technical or STIT positions.

**OPERATIONS (SCO)**

Operations work is performed within jobs that require an understanding of science, engineering, mathematics or design principles, and significant practical skills. Most Operations work requires a level of skill commensurate with an AQF Diploma or Advanced Diploma. Such work is often performed in support of professionals.

Jobs characterised by this kind of work were historically known as Space Tracking Industry Technical or STIT positions.

**PROFESSIONAL (SCP)**

Professional work is performed within jobs that require the application of knowledge, experience and judgement commensurate with, that achieved from the completion of a degree or diploma from an Australian tertiary institution. Professional work is work which is recognised and overseen by a professional organisation and a code of ethical conduct.

Many of these jobs were historically known as Space Tracking Industry Engineer or STIE positions.

**MANAGEMENT (SCM)**

Management work is performed within jobs that require the application of knowledge, experience and judgement commensurate with, that achieved from the completion of a degree or diploma from an Australian tertiary institution. Management work is work which has the emphasis on controlling resources rather than only exercising subject matter expert.

Many of these jobs were historically known as Space Tracking Industry Technical or STIT positions.
APPENDIX 2 - RATES OF PAY

Employees will be paid in accordance with the classification streams and rates of pay as set out below. Appendix 1 of this Agreement provides a description of each classification covered under this Agreement.

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# Apprentice and Trainee Rates of Pay

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<tr>
<th>Level</th>
<th>Prior to date of operation $ per hour</th>
<th>Prior to date of operation $ per fortnight</th>
<th>Prior to date of operation $ per annum</th>
<th>1st increase +3% $ per hour</th>
<th>1st increase +3% $ per fortnight</th>
<th>1st increase +3% $ per annum</th>
<th>2nd increase +2% $ per hour</th>
<th>2nd increase +2% $ per fortnight</th>
<th>2nd increase +2% $ per annum</th>
<th>3rd increase +1% $ per hour</th>
<th>3rd increase +1% $ per fortnight</th>
<th>3rd increase +1% $ per annum</th>
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<td>YEAR 1 (42%)</td>
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<td>3rd increase 1%</td>
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Note: Antenna Allowance has been calculated by 10 hours per week for height plus 10 hours per week in confined space for 48 weeks per year, plus $88.00 for risk and safety assessment and compliance incentive payment. In addition, increases for this allowance will be in accordance with the percentage increases contained in clause 36.2 and will be rounded up to the nearest $5.00.