



Australian Government

Australian Sports Commission

AUSTRALIAN SPORTS COMMISSION ENTERPRISE AGREEMENT 2011 - 2014

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TECHNICAL MATTERS

1 Title

This Agreement is called the Australian Sports Commission Enterprise Agreement 2011 - 2014

2 Parties Bound and Employees Covered

2.1 This Agreement is made under section 172 of the *Fair Work Act 2009*. It applies to and binds the Chief Executive Officer on behalf of the Australian Sports Commission and employees employed under the *Australian Sports Commission Act 1989*. It binds the Media Entertainment and Arts Alliance, the Association of Professional Engineers, Scientists and Managers, the Construction, Forestry, Mining and Energy Union, the Community and Public Sector Union and United Voice if Fair Work Australia notes in its decision to approve the Agreement that the Agreement covers these unions.

2.2 This agreement does not cover terms and conditions of:

- (i) substantive ASC executive management employees;
- (ii) employee's substantively holding a position within Grade 8 of the ASC classification structure;
- (iii) a person whose salary is paid by another government agency or employer; or
- (iv) coach scholarship holders.

3 Duration of Agreement

This Agreement will commence seven days after approval by Fair Work Australia and it will nominally expire on 30 June 2014.

4 Operation of Agreement

- 4.1 Other than terms and conditions applying under the *Fair Work Act 2009* (incorporating the National Employment Standards), the *Australian Sports Commission Act 1989* and other Commonwealth Acts and regulations or instruments made pursuant to all these Acts (as varied), this Agreement exhaustively states the terms and conditions of employment.
- 4.2 There are policies, guidelines and procedures that prescribe conditions for working in the ASC. They are not incorporated into and do not form part of this Agreement. Employees should make themselves familiar with these policies, guidelines and procedures which may be varied from time to time and they will apply in the form they are in as at the time of any relevant decision or action. If there is any inconsistency between the policies, guidelines or procedures and the express terms of this Agreement, the express terms of this Agreement prevail.
- 4.3 The Chief Executive Officer may, in writing, delegate any of his or her powers or functions under this Agreement other than under this clause for the effective administration of provisions of the Agreement. A person exercising delegated powers or functions under this clause must comply with any directions of the Chief Executive Officer.
- 4.4 Definitions:
- | | |
|-----|---|
| ASC | means the Australian Sports Commission |
| AIS | means the Australian Institute of Sport (a division of the ASC) |

- NES* means the National Employment Standards contained in the *Fair Work Act 2009*
- employee* means any person whose employment by the ASC is covered by the terms of this Agreement
- consultation* where 'consultation is specifically required under terms of this Agreement, consultation with an employee(s) and their representative(s) if any is taken to mean:
- sharing relevant information
 - providing a reasonable opportunity to raise issues and express views
 - taking the views of the affected employee(s) into account

GENERAL EMPLOYMENT MATTERS

5 Employment Categories

Employment categories under this Agreement include full time and part time employment (on an ongoing or fixed-term basis) and casual employment.

6 Fixed Term Employment

An employee will be notified in writing when taking up employment that his/her services will not be required beyond a specified period or the happening of a specified event. Unless prior formal notice in writing of further employment is given, employment will cease on the specified time or event.

7 Part-Time Employment

- 7.1 Part-time employment involves less than full-time hours of employment, and part-time employees will receive pay and conditions on a pro rata basis to that of full-time employees. Employees who are in a job sharing arrangement shall be regarded as part-time employees. Approval for part-time employment may be confined to a specified period.
- 7.2 Within a 4-week work period the pattern of daily hours and/or days of the week set for a part-time employee may be temporarily varied by agreement between the employee and their supervisor provided the employee still works their total number of hours over the same 4-week cycle.
- 7.3 If work requirements change such as to warrant a change to the number and/or pattern of working hours the ASC may, in the absence of agreement, require a part-time employee to change hours, provided that hours cannot be increased or reduced by more than 25%, over a 4 week cycle, at one time. The ASC will give reasonable notice to the employee of such a change. Any dispute about a requirement for changed working hours will be settled through the Review of Actions procedure of this Agreement.
- 7.4 Where approval has been given only for a specified period employees who have switched from full-time work to part-time work, have the right to return to full-time work at the expiration of that period. They may return to full-time work before that time, but only if the ASC and, in the case of job sharing, the other party to the arrangement agrees.

8 Casual Employment

- 8.1 Unless otherwise specified, the terms and conditions of casual employees are limited to those set out in this clause, clauses 1 to 4 (inclusive); clause 22.5; clause 38; clauses 41 – 48 (inclusive) and agreement terms that are mandatory under the *Fair Work Act 2009* except that the terms and conditions for casual Swim and Fitness Instructors are covered in Schedule 5 to this Agreement.

- 8.2 Casual employees:
- (i) are to be notified of their casual employment status upon commencement;
 - (ii) will be paid an hourly rate and receive a 20 per cent loading (the casual loading) on that hourly rate in lieu of entitlements to paid leave, except for long service leave, or public holidays and the loaded hourly rate applies for all purposes;
 - (iii) are to be engaged for a minimum period of 2 hours on each occasion (including on weekends and public holidays).
- 8.3 The rate of the casual loading will be increased to following percentage rates in the life of this Agreement as follows:
- (i) the casual loading rate will increase to 22% from the first pay period commencing on or after 1 July 2012;
 - (ii) the casual loading rate will increase to 24% from the first pay period commencing on or after 1 July 2013; and
 - (iii) the casual loading rate will increase to 25% from the first pay period commencing on or after 1 June 2014.
- 8.4 Casual employees who are 'eligible employees' for overtime purposes (as defined in this Agreement) will be paid at 1.6 times their hourly rate for all hours they are required to work in excess of 10 hours in any single day or more than the 37.5 hours in a week.
- 8.5 If employed as a shift worker as defined at clause 25 of this Agreement, a casual employee is entitled to shift penalties prescribed at clause 25.
- 8.6 Casual employees who have worked with the ASC on a regular and systematic basis for 12 months or more may apply to have their employment status altered from casual to either fixed term or ongoing depending upon the nature and extent of their casual employment and continuing operational requirements. The change in employment status will be at the discretion of the ASC.
- 8.7 In addition, and consistent with the NES, casual employees are entitled to:
- (i) two days unpaid carer's leave and two days unpaid compassionate leave per occasion;
 - (ii) unpaid community service leave (except paid jury service)
 - (iii) to have a day off on a public holiday, unless reasonably requested to work by the employer
- 8.8 Casual employees who have been employed for at least 12 months on a regular and systematic basis and with an expectation of ongoing employment are entitled to make requests for flexible working arrangements unpaid parental leave strictly in accordance with and limited to the circumstances and arrangements prescribed in the NES.

9 Probationary Employment

- 9.1 Employment with the ASC will include an initial period of probationary employment of 6 months. Either party may end the employment at any time in this period. The ASC can terminate the employment by giving one week's notice or payment in lieu.
- 9.2 The provisions of clause 18 'Managing Underperformance' do not apply at any time during the period of probationary employment.

- 9.3 If the employment is terminated by the ASC, and the employee had been provided financial assistance for travel and removal costs to relocate from interstate to take up the employment may be similarly recompensed up to the amount of \$2,200 if they relocate interstate within one month to take up other employment.

10 Employment Clearances

- 10.1 Clearances for employment with the ASC will include, but not be limited to the matters contained in the following clauses.

Medical Examination

- 10.2 During the first 3 months of employment an employee can be required to undergo a medical examination at the ASC's cost. Continuation of employment will be subject to the employee receiving a satisfactory medical report during this period.

Working with Children Clearances

- 10.3 The ASC may at any time require an employee to be cleared by a relevant authority as a person suitable to work with children. Where this is required and the employee does not obtain or hold current such a clearance their employment may be terminated.

11 Cessation of Employment

Subject to the terms of this Agreement the employment of an employee, other than a casual employee, comes to an end through:

- (i) the employee resigning their employment by giving a period of four weeks' notice or an alternative period agreed by the ASC, or
- (ii) the ASC terminating the employment by giving a period of four weeks' notice or payment in lieu of that period of notice or such other longer period in lieu of notice as required under the *Fair Work Act 2009*.

12 Abandonment of Employment

- 12.1 Where an employee is absent from duty without permission for more than three working days, he/she will be considered to have abandoned their employment unless they can prove to the satisfaction of the ASC that the absence was, in all the circumstances, reasonable.

- 12.2 The abandonment will be effective from the commencement of the absence.

13 Breaches of the ASC Code of Conduct

- 13.1 ASC employees are subject to the ASC Code of Conduct when performing their duties within Australia or overseas, and this includes representational duties. Sanctions that may be imposed and other actions that may be taken by the Chief Executive Officer of the ASC (the CEO) are set out below however an employee who is found to have engaged in serious misconduct can expect that their employment may be terminated.

- 13.2 Where an employee has allegedly engaged in conduct that may have potentially breached the ASC Code of Conduct, the CEO may, at any time prior to, or during, the process of determining whether the employee has breached the ASC Code of Conduct:

- (i) suspend the employee with or without pay as set out below;
- (ii) temporarily re-assign or modify duties; or
- (iii) assign a new work location.

Suspension from duty

- 13.3 An employee suspected of having potentially breached the ASC Code of Conduct may be suspended by the CEO from performing duty with or without pay where the suspension is in the public interest, the ASC's interests, the interests of other employees or where an employee loses a qualification or regulatory approval or license that is essential to their employment.
- (i) An additional factor to be considered when making a decision to suspend an employee from duty without pay is the seriousness of the suspected misconduct and whether the sanction imposed might be termination of employment if the suspected misconduct was determined to be a breach of the Code of Conduct.
- 13.4 Where an employee is suspended with or without pay for more than 30 days the CEO will review the grounds for suspending the employee, and if warranted shall direct the employee to recommence all or part of the employee's duties at a location to be determined by the CEO or the CEO may inform the employee that the employee will remain on suspension with or without pay. Where an employee is to remain on suspension the CEO will set out a review date of not more than 30 days. At any time an employee may make a written request to CEO to have the employee's suspension reviewed.
- 13.5 Where the suspension is without pay, the maximum period is generally to be no more than 30 days but a longer period of suspension without pay is permitted only where there are exceptional circumstances. However, a suspension must end:
- (i) immediately when the CEO no longer believes, on reasonable grounds, that:
 - (a) the employee has, or may have, breached the ASC Code of Conduct, or
 - (b) that it is in the public interest, or the ASC's interest, to continue the suspension; and
 - (ii) as soon as any sanction is imposed for the relevant breach of the ASC Code of Conduct.

In what circumstances should an employee be suspended?

- 13.6 In exercising suspension powers, the CEO must have due regard to procedural fairness, unless on reasonable grounds, they believe that it would not be appropriate to do so in the particular circumstances
- 13.7 'Public interest' considerations will apply where the alleged conduct poses a risk to:
- (i) the safety of members of the public (including ASC customers or clients);
 - (ii) the integrity of data about members of the public held by the ASC;
 - (iii) the public revenue;
 - (iv) the confidence of the public in the ASC as a whole.
- 13.8 The CEO may choose suspension from duty where:
- (i) there is a risk that an investigation of the allegation may be compromised by the employee's presence in the workplace;
 - (ii) there is a risk that the suspected misconduct may be repeated;
 - (iii) the allegations may have impaired the public's confidence in the ASC's capacity to perform its functions;

- (iv) there is a risk to the safety of other employees; or
 - (v) it would be inappropriate for the employee to continue to perform their usual duties until the allegations are resolved, and assignment of other duties is not appropriate or cannot be accommodated.
- 13.9 A period of suspension without pay longer than 30 days is permitted only where there are exceptional circumstances that can include:
- (i) where a strong *prima facie* case of serious misconduct is apparent;
 - (ii) where a finding has been made of a serious breach of the ASC Code of Conduct and a sanction is yet to be imposed – any delay between a determination and imposing a sanction should be minimised;
 - (iii) where an employee has been charged with a criminal offence and is waiting to have the charge heard and determined; or
 - (iv) where an employee has appealed against a conviction and is waiting to have the appeal heard.
- 13.10 An employee who is suspended without pay may be allowed to use annual leave and/or long service leave credits available to them and/or to undertake alternative employment in accordance with ASC external employment policy.
- 13.11 Where allegations against an employee who has been suspended without pay are not subsequently proven, the employee will be paid the ordinary salary not paid to them during the period of suspension excluding any period of paid leave taken and less income from any other entity received during the suspension period. The employee will be re-credited leave taken during the suspension period.

14 Appeals against Termination Of Employment

- 14.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those under the *Fair Work Act 2009*, other Commonwealth laws (including the Constitution) and common law.
- 14.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures or the review of actions procedures of this Agreement.

15 Redundancy

- 15.1 Employees (other than casual employees) are entitled to the redundancy provisions of this Agreement if their employment is terminated by the ASC for reasons of redundancy. This includes 'fixed term' employees whose employment is terminated by the ASC for reasons of redundancy before their fixed term of employment reaches its specified end date. There is no entitlement to redundancy benefits when fixed term employment ceases at the end date specified for the person's employment.
- 15.2 Redundancy situations will be handled as follows:
- (i) The ASC will inform the relevant employees of the situation giving rise to redundancy; the positions affected and the action proposed to resolve the matter, including prospects of continuing ASC employment in another job at the same or lower pay and invite the employees and/or their nominated representative if any to discuss the situation.
 - (ii) An employee is no longer potentially redundant if:

- (a) the ASC can place them in another position that is within the same grade and is at least of the same salary as their existing one; or
 - (b) the ASC offers a position that attracts a lower salary than their existing one and the employee chooses to accept this.
- (iii) An employee who cannot be redeployed in accordance with 15.2(ii) will be formally notified in writing that he/she is redundant and given details of benefits to apply on redundancy
- (iv) A redundancy will take effect 5 weeks from the date of the formal notification to the employee (the notice period), however, if the employee elects to cease employment at any time between the date of formal notice of redundancy and expiration of the notice period the employee will be paid ordinary salary for the unexpired portion of the 5-week notice period in addition to the redundancy payment benefit below.
- 15.3 Redundancy payment: An employee who is made redundant shall receive:
- (i) four weeks' base redundancy pay, plus
 - (ii) two weeks' base pay for each year of 'eligible service', including pro rata payment for any periods of service of less than one year, with a minimum payment of four weeks and up to a maximum payment of 48 weeks' salary
- 15.4 For the purposes of this clause, 'eligible service' is restricted to service recognised by the ASC for long-service leave purposes, provided that:
- (i) there has been no break in the successive periods of service except where the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; and
 - (ii) service with a former employer was not terminated because of retrenchment; retirement on the grounds of invalidity, inefficiency or loss of essential qualification; forfeiture of office; dismissal on disciplinary grounds; termination of probationary appointment because of unsatisfactory performance; or voluntary retirement at or above the minimum retiring age applicable to the employee (receipt of retirement superannuation benefits is a conclusive indication of age retirement).
- 15.5 An employee who is made redundant will also be eligible for reimbursement or payment to service providers, which can include the provider of services under the ASC's Employee Assistance Program, of a maximum of \$2200 for professional services in financial advice, personal counselling and job seeking provided the ASC approves in advance the providers and the amounts to be paid. This amount is fixed for the life of this Agreement.
- 15.6 In addition, an employee who is made redundant within two years of commencing employment with the ASC and who on commencement was provided with relocation assistance is entitled to reimbursement or payment to providers of up to \$2200 for travel and removal costs associated with relocating to another city or town of the employee's choice. This amount is fixed for the life of this Agreement.

PRODUCTIVITY, CAPABILITY AND PERFORMANCE

16 Adapting Jobs to New Circumstances

Changes affecting individual jobs

- 16.1 The purpose, responsibilities, skill and capability requirements of every employee's role must be relevant to new and changing operational requirements and circumstances.

- (i) Jobs and Job Descriptions can be reviewed and changed on an ongoing or temporary basis to meet operational requirements.
 - (ii) Job changes may involve re-skilling and/or assignment to other work.
- 16.2 The need for and the nature and extent of job changes will be determined and finalised by the ASC after consultation with the affected employee or employees. The affected employee(s) will be informed of the grade and salary of the revised job
- 16.3 Where changes to an employee's role are required by the ASC on an ongoing basis, the grade and salary range for the revised role will be evaluated and the grade of the revised job determined.
- 16.4 If the evaluation identifies that the changes involve significant higher-level responsibilities and work value the salary range for the position will be increased.
- 16.5 Job changes will be implemented in accordance with the ASC policy governing operation of the Job Classification Structure.
- (i) If the grade of the revised job is unchanged from that of the former job, the affected employee(s) will be employed under the revised Job and Job Description.
 - (ii) If the grade of the revised job is unchanged from that of the former job but the revised job is at a lower level within the same grade and the employee would be required to accept a lower salary commensurate with the changed job the provisions of clause 15 (Redundancy) will apply.
 - (iii) If the grade of the revised job is higher than that of the former job, the former job will be considered redundant and the provisions of clause 15 (Redundancy) will apply.

17 Performance and Capability Enhancement (P.A.C.E)

Note: 'PACE' is a system of performance planning and review that is intended to align and integrate the work plans, performance and enhanced capability of individual employees to the ASC Strategic Plan.

Capability framework

- 17.1 The ASC will develop and implement an integrated Capability Framework that reflects the requirements of the organisation and types of work. Defined capabilities will be mapped and aligned to grades within the ASC Job Classification structure.
- 17.2 The ASC Values will be reviewed and revised as necessary. These will also form an integral part of behavioural capabilities and be adopted as an essential, required aspect of every person's employment and therefore the organisation's culture.
- 17.3 Capabilities defined for each grade and types of work will be reflected in job descriptions, incorporated in performance appraisal processes and become an integral part of selection/promotion assessments and decisions.

Performance Planning, Alignment and Review

- 17.4 Employees are required to participate in the ASC system of performance planning, alignment and review.
- 17.5 For each employee, performance planning, alignment and review comprise the following, integrated components of PACE:
- (i) a annual Performance Plan that aligns an employee's work with the Strategic Goals of the organisation, through connected divisional, branch and section business plans;

- (ii) an annual Appraisal of overall performance, which includes the requirements of the employee's 'Performance Plan' and the required capabilities;
 - (iii) an annual learning and development plan that aligns with and supports essential performance requirements of their job, their Performance Plan and to build required capability.
- 17.6 A formal performance appraisal will be undertaken at least annually. This will be underpinned by routine, regular and constructive feedback throughout the year regarding work performance and work priorities. The formal appraisal will involve a structured discussion to assess and appraise an employee's performance.
- 17.7 All employees acknowledge and accept that in line with their role and Job Description:
- (i) their learning and development plans can include 'required' actions and strategies;
 - (ii) performance assessments include consideration of 'how' they perform their work as well as what they do or deliver.

18 Managing Unsatisfactory Performance

- 18.1 When identified problems with an employee's work performance cannot be resolved satisfactorily in the normal course of day-to-day work, or are of such significance that a formal counselling process is warranted, a formal performance counselling process will be undertaken.

First warning

- 18.2 The employee will be informed of the nature of the performance problem(s) and be given a reasonable period of time that is sufficient for the employee to overcome the problem(s) identified. A record of the discussion and of plans to enable the employee to reach and sustain the required work performance standard must be prepared by the supervisor and a copy provided to the employee. The employee and/or the supervisor may elect to have another person present at the formal counselling session for support to ensure that the procedures are applied fairly.

Final warning

- 18.3 Where the performance issue has not been satisfactorily resolved a final warning in writing will be issued which:
- (i) details the problem(s) that have not been rectified;
 - (ii) specifies a reasonable time frame for the employee to reach and sustain the required standard of work performance;
 - (iii) advises the likely action that will occur if the employee does not reach and sustain the required standard of work performance including, among other possible actions, that this may be termination of employment without further warning.
- 18.4 If the employee still fails to meet the standard of performance required the ASC will initiate action that, in normal circumstances, will be that identified as part of the final warning and counselling.
- 18.5 In following these steps, account must be taken of the particular circumstances and issues of each case, and departure from these steps does not of itself render any termination unfair.

19 Flexible Work Arrangements

19.1 This Agreement establishes a framework that enables the flexible organisation of work patterns on a daily, weekly or other basis and the consideration of flexible employment arrangements. However the nature of some business activities and operations require a fixed, regular pattern of work and attendance.

19.2 Where flexible work arrangements apply, particularly where an employee is able to exercise some discretion, the employee accepts a responsibility for the effective management and balancing of their work and personal time commitments on a daily and continuing basis.

19.3 An employee working under a flexible hours arrangement will take meal breaks at such time as is appropriate to meet daily work requirements and their adopted pattern of work

Fixed Hours Employment

19.4 For employees operating under a fixed-hours system of work, due to the nature of the operation in which they work the daily and weekly pattern of work will be as set and rostered for their operation.

19.5 An employee who works under a fixed-hours system of work and who works longer than five hours continually is entitled to a meal break of 30 minutes. The period of time taken as a meal break will not count as hours worked for any purpose unless by agreement between the employee and the supervisor. Where circumstances result in a meal break of less than 30 minutes, then the untaken component of the 30 minutes will be regarded as hours worked.

20 Ordinary Work Hours

20.1 The ordinary weekly hours of a full time employee shall be an average of 37.5 hours per week plus reasonable additional hours.

- (i) Ordinary hours of work will be averaged over a 12 month period.
- (ii) Unless otherwise agreed as part of the flexible arrangement of work patterns, ordinary hours are worked between 6:00 am and 7:00 pm, Monday to Friday and for no more than ten hours in any single day.
- (iii) Employees in positions classified above Grade 4 are expected to work such hours as are reasonably necessary to get the job done without additional claim. Actual hours worked may be flexible according to the demands of the particular job.

21 Flexible Arrangement of Ordinary Work Hours

21.1 By agreement between an employee and their supervisor a different pattern of ordinary hours and/or the days on which they are worked may be adopted. This can include the substitution of hours on a Saturday, Sunday and/or public holiday for hours on any other days of the week as part of the ordinary hours without additional claim. An employee should have at least eight days off in any four-week cycle.

Daily Start and Finish Times

21.2 An employee's actual daily starting and finishing times will be as agreed between the supervisor and the employee to suit different circumstances provided operational requirements are the main consideration.

Time in lieu arrangements

21.3 Employees will be provided with time in lieu arrangements appropriate to the nature of their roles, work and operational requirements as well as team and individual circumstances.

Ordinary working hours and suitable time in lieu arrangements will be managed at the business unit level.

22 Flexible Employment Arrangements

For the purposes of this Agreement, 'NES flexible work circumstances' means the employee circumstances for which the statutory right to request flexible work arrangements applies. That is, being the primary carer of a child under school age or a child under 18 who has a disability.

22.1 Requests are dealt with on a case-by-case basis. For 'NES flexible work circumstances' this will be consistent with the provisions of the NES and for other employee circumstances will be consistent with the following principles:

- (i) Operational outcomes and outputs of the ASC, work team or others are not negatively impacted and continue to meet required standards.
- (ii) They are implemented having regard to the health and safety and do not adversely impact them.

Extended Parental Leave

22.2 Consistent with the provisions of the NES:

- (i) an employee who has completed their full, 12 month entitlement to ordinary parental leave can request an extended period of unpaid parental leave of up to 12 months. This right arises only where the employee's partner has not utilised their entitlement to ordinary parental leave; and
- (ii) a request made in accordance with this sub-clause can be refused on reasonable business grounds.

Parental Care for a child under school age or under 18 with a disability

22.3 Consistent with the provisions of the NES:

- (i) an employee who is a parent, or has responsibility for the care of a child under school age or a child under 18 who has a disability, may request flexible working arrangements, including part-time hours. The employee is not eligible to make this request unless they have completed at least 12 months of continuous qualifying service (but the CEO may waive this requirement in exceptional circumstances); and
- (ii) a request made in accordance with this sub-clause can be refused on reasonable business grounds.

Other Personal Circumstances

22.4 Employees can request flexible work arrangements in other, non-NES related circumstances.

- (i) These are not 'NES flexible work circumstances' and accordingly there are no statutory rights or obligations that apply to such requests. Such requests will be determined in accordance with the ASC policy.
- (ii) Requests will be considered having regard to the employee's individual performance, personal needs and operational requirements.

Casual Employees

22.5 Consistent with the provisions of the NES, a casual employee may only request flexible work arrangements for 'NES flexible work circumstances' and only if the employee:

- (i) is a *long term casual employee* immediately before making the request; and

- (ii) has reasonable expectation of continuing employment on a regular and systematic basis.

[Note: 'long term casual employee' is defined in s.12 of the Fair Work Act 2009]

23 Overtime, Public Holiday and Restriction Duty and Shift Work

Eligible employees

- 23.1 For overtime duty, public holiday duty and restriction duty payment purposes, employees are 'eligible employees' if the position they hold is a position in Grade 4 or below within the ASC classification structure.

Meal arrangements

- 23.2 Where it is considered reasonable to do so, the ASC may provide an employee with a meal or pay a meal allowance of not less than \$16.00.

Overtime Duty

- 23.3 Overtime is separate to the flexible working of ordinary hours.
- 23.4 Unless forming part of an employee's ordinary hours of work, an eligible employee who is directed to work in excess of 37.5 hours in any week or outside the 6 am to 7 pm spread of hours on any day (except shift workers) is eligible for overtime payments. Reasonable notice is required when the ASC directs an eligible employee to work overtime.

Overtime rate

- 23.5 On each occasion, overtime duty will be paid at the rate of 1.6 times the employee's ordinary hourly rate (the 'overtime rate') for the hours worked unless:
- (i) an employee and the ASC agree on an amount to be paid as a loading in lieu of overtime; or
 - (ii) the employee elects to be compensated for the additional hours by taking an equivalent amount of time off in lieu.

Annualised penalty payment

- 23.6 Where overtime is a regular, frequent requirement of a person's employment, overtime entitlements may be annualised and paid fortnightly in equal amounts.
- 23.7 Where overtime payments are annualised and paid to an employee each pay, the employee has no other entitlement in relation to these matters. The amount may be reviewed half-yearly or reviewed and changed at any time there is a substantial change in the circumstances that gave rise to it being approved.

Minimum call-out payment

- 23.8 Where an employee is called in without notice prior to ceasing work on the previous occasion, the minimum payment for each call-out is two hours plus reasonable travelling time at the overtime rate.

Minimum weekend / public holiday payment

- 23.9 Eligible employees, other than casuals, who are required to work overtime duty on Saturdays, Sundays or public holidays will be entitled to a minimum of three hours' overtime payment provided this duty is not contiguous with ordinary duty.

Part time employees

- 23.10 An eligible part-time employee may be required to work additional hours on any day or in any week to meet specific circumstances arising. The employee will be paid the overtime rate for hours they are directed to work in excess of 37.5 per week or outside the 6 am to 7 pm spread of daily hours.

Public Holiday Duty

- 23.11 Public holiday duty will be paid at the rate of 1.6 times the employee's ordinary hourly rate for the hours worked.

24 Restriction Duty Allowance

- 24.1 If an eligible employee is directed to be contactable and available to perform extra duty outside of their ordinary hours of work, the employee will be entitled to payment of a restriction allowance. The allowance is not payable if the employee does not remain contactable and available to perform extra duty if required.
- 24.2 An eligible employee will be paid an allowance at the rate of 8.5 per cent of their hourly rate of salary (including any allowances paid as salary) for each hour, or part thereof, restricted. The ASC may, however, determine an alternative higher rate of payment, having regard to the circumstances of the restriction situation an employee or group of employees have been, or may be, placed in.
- 24.3 Eligible employees who are required to perform duty while restricted will be entitled to payment of overtime.
- 24.4 Existing allowances paid on an annualised basis in recognition of 'out of hours restriction' duty shall continue to be paid, with rates adjusted in accordance with the percentage increases to salary under this Agreement.

25 Shift Work

- 25.1 A shift worker is defined as an employee who is employed under a system of shifts that are continuously rostered over 7 days of each week and who is regularly rostered to work those shifts including on Sundays and public holidays.
- 25.2 Employees engaged under a roster rotation of 10 hour shifts on a 4-days on and 4-days off basis and for which a shorter working year applies are referred to in this clause as '4 on/4 off shift workers'. The shorter working year is part recognition of public holidays worked.
- 25.3 The ordinary hours shall be 300 hours rostered over an 8-week cycle, except for employees working under '4 on/ 4 off' shift roster of 10 hour shifts where the required ordinary hours are 280 hours over an 8-week cycle.
- 25.4 A shift worker will be paid penalties for the entire shift as follows, unless shift penalties have been annualised and paid in the form of a loading:
- | | |
|-------------------|-------------------|
| Monday to Friday: | 15% for any shift |
| Saturday: | 60% for any shift |
| Sunday: | 60% for any shift |
| Public holiday: | 60% for any shift |
- 25.5 Employees are personally responsible for ensuring that they accurately record any variation to their shift on the approved variation form.
- 25.6 Shifts may vary from 4 hours to 10 hours in duration. Where working operations allow any shift longer than five hours shall incorporate an unpaid meal break unless by agreement a paid meal break is built into daily shifts.

- 25.7 Any hours that an employee is directed to work in addition to his or her rostered hours are overtime hours and will be paid accordingly.
- 25.8 Where shift penalties are a regular, frequent requirement of a person's employment, these may be annualised and paid fortnightly in equal amounts.
- 25.9 Where shift penalty payments are annualised and paid to an employee each pay, the employee has no other entitlement in relation to these matters. The amount may be reviewed half-yearly or reviewed and changed at any time there is a substantial change in the circumstances that gave rise to it being approved.

LEAVE AND PUBLIC HOLIDAYS

26 Approval of Leave

Apart from personal leave and emergency situations, all leave must be approved before it is taken. All applications for the taking of leave must be made in the approved form with, as required by the ASC, appropriate supporting documentation.

27 Annual Leave

Standard Entitlement

- 27.1 Annual leave accrues daily on a pro-rata basis at a rate that provides a total entitlement of 20 days of paid leave for each completed year of ASC employment.

Part-time employees

- 27.2 Part-time employees are entitled to a pro-rata amount of annual leave and will be paid on a pro rata basis for any period of annual leave taken.

Additional Annual Leave - Shift Workers

- 27.3 An employee who is employed as a shift worker is also entitled to accrue an additional amount of paid annual leave, at a rate that provides an additional entitlement of 5 days of paid leave for each year of employment as a shift worker.

- 27.4 Employees are entitled to an extra day's annual leave for each public holiday that occurs during a period of annual leave on a day when they would normally be required to work.

Accumulation of and directions to take annual leave

- 27.5 Annual leave is cumulative.
- (i) Employees will be encouraged to use their annual leave entitlements and to have accrued at any given time no more than 2-years credit of leave. A credit of more than 2-year's leave entitlement will be considered excessive.
 - (ii) An employee who accumulates more than 2 years credit of annual leave may be directed to take leave where it is reasonable to do so. This includes a reasonable notice period before the leave is to be taken having regard to the employee's circumstances and operational requirements.
 - (iii) An employee who attends for work during a period that they have been directed to take leave as annual leave will not be entitled to any additional payments for that attendance unless the employee is directed to attend for work by the ASC in which case the employee will be entitled to be paid the appropriate hourly rate for the time they have been directed to attend work and perform the duties.

Payment on cessation of employment

- 27.6 On cessation of employment an employee will be paid out all unused annual leave credits accrued at the time of cessation.

Purchasing additional annual leave

- 27.7 Subject to operational requirements and the principle that the ASC not incur any additional cost, the ASC may at its discretion allow an employee to 'purchase' additional annual leave in a block of one or two weeks once in a calendar year. The additional leave will be paid for by the employee's fortnightly salary being reduced by a corresponding proportion of its original amount. Employees must apply in writing to purchase additional annual leave and once approved this approval cannot be revoked.

Half pay leave option

- 27.8 Subject to operational requirements, employees may take annual leave entitlements at half pay thereby doubling the number of days of leave taken. Employees must request this at the time of applying to take annual leave.

Cashing out of annual leave

- 27.9 An employee can elect to 'cash out' some of their annual leave credit provided that on each occasion of cashing out leave the employee retains a minimum of 4-weeks credit.
- (i) The employee must provide a written election to forgo the amount of annual leave.
 - (ii) The employee is entitled to receive pay in lieu of the amount of annual leave at the rate they would otherwise have been paid had they taken the leave at the time that the election is made. The amount of 'cashed out' leave will be deducted from the amount of accrued annual leave credited to the employee.

28 Personal / Carer Leave

Definition: *'immediate family or household member'* means a spouse, de facto partner, child or adopted child, parent, grandparent, grandchild or sibling of the employee; or a child or adopted child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or a person who stands in a bona fide domestic relationship with the employee.

Paid Personal / Carer Leave

- 28.1 Personal / Carer Leave encompasses 'personal sick leave' for an employee and leave for 'carer purposes'.
- 28.2 For 'carer purposes', an employee is entitled to paid leave for each occasion (a permissible occasion) when a member of the employee's immediate family or household requires the employee's care or support because of a personal illness or injury or because of an unexpected emergency affecting the member.
- 28.3 An employee will be credited 20 days of paid Personal / Carer Leave upon commencement of employment and 20 days will be credited to an employee upon each anniversary of their commencement.
- 28.4 Personal / Carer Leave is cumulative but unused personal leave will not be paid out on the cessation of employment.
- 28.5 An employee is entitled to take Personal / Carer Leave up to the amount credited to them at the time of taking the leave subject to the notice and documentation requirements of the ASC.

Unpaid leave for Carer purposes

- 28.6 An employee is entitled to up to 2 days of unpaid leave for each permissible occasion for carer purposes only if the employee cannot take paid Personal / Carer Leave or any other authorised paid leave of the same type.
- 28.7 Unpaid leave for carer purposes can be taken as a single, unbroken period of up to two (2) days.

Notice and Documentation Requirements - Personal / Carer Leave

- 28.8 The entitlement to use Personal / Carer Leave is subject to an employee meeting the notice and documentation requirements stipulated by the ASC.

Notice

- (i) An employee who is absent on any given day must advise their manager before 10.00am on that day that they will be absent from work. If the employee's circumstances are such that it is not reasonable for them to provide notice by that time they must notify their manager as soon as they are able to do so. Immediately upon returning from Personal / Carer Leave an employee must apply for approval of the leave.

Documentary evidence

- (ii) Documentary evidence acceptable to the ASC must be provided. An acceptable medical certificate includes certificates supplied by certified medical practitioners and any other licensed health service practitioner. In some circumstances a where the employee is unable to obtain a medical certificate and the reason for this is acceptable to the ASC, a 'statutory declaration' may be accepted by the ASC.
- (iii) Employees may use up to 5 days personal leave in each service year without providing the required documentary evidence provided that no single period exceeds 2 days. Once this limit is reached, further absences without the required documentary evidence will be deemed to be leave without pay.

29 Long-Term Absence on Personal Leave

- 29.1 Without prejudice to the rights of the employee and subject to medical advice, where it is clear that an employee will be absent from work on personal sick leave for more than 2 weeks, the ASC will assess the need for and, where appropriate, initiate a Return to Work program to assist the employee's return to productive work. For the purpose of this assessment, the ASC may require the employee to undergo a medical examination by a medical practitioner nominated by the ASC. The cost of any such medical examination shall be borne by the ASC.
- 29.2 Where appropriate, and without prejudice to the rights of the employee and subject to medical advice, the ASC can appoint an approved rehabilitation service provider ('case manager') at ASC expense. Employees are required to cooperate with all reasonable attempts by the ASC to establish a Return to Work program including to cooperate with an appointed 'case manager' otherwise entitlement to personal leave ceases and the employee will not be paid for any continued absence from work. This clause will not operate to reduce any entitlement to personal leave that an employee would be entitled to as a result of the operation of the *Fair Work Act 2009*.
- 29.3 Any absence due to personal illness after exhaustion of personal leave credits is without pay except with the agreement of the ASC an employee can use any existing credit of paid annual leave.

- 29.4 Without prejudice to the rights of the employee, and subject to medical advice and the provisions of the *Fair Work Act 2009*, the ASC may terminate employment at that time if the employee is unable to return to normal work within a reasonable time.

30 **Compassionate Leave**

Compassionate leave concerning an immediate family or household member (as defined)

- 30.1 For the purposes of *spending time* with a person who is a member of the employee's immediate family or household and has a personal illness or injury that poses a serious threat to his or her life, or after the death of a member of the employee's immediate family or a member of the employee's household, an employee is entitled to:

- (i) 2 days compassionate leave to *spend time* with the ill or injured person and this can be taken at any time while the illness or injury threatening the person's life persists; and
- (ii) 2 days of paid leave to attend the person's funeral and matters directly related to this.

Definition: For the purposes of this sub-clause the definition of 'immediate family or household member' is the same as that for Personal / Carer Leave except that the 'immediate family' is taken to include the accepted meaning of 'family' in indigenous Australian culture.

Evidence to be provided

- 30.2 An employee is entitled to compassionate leave only if the employee gives any evidence reasonably required by the ASC of the illness, injury or death.

31 **Parental Leave**

- 31.1 Subject to the provisions of this clause, an employee is entitled to a combined total of paid and unpaid leave of up to 52 weeks in relation to the birth or adoption of a child. The amount of unpaid maternity or adoption leave available is 38 weeks while for supporting partner leave it is 48 weeks. The total paid and unpaid leave available to an employee must be exhausted within 12 months of the birth or adoption of the child.

- (i) During a period of unpaid parental leave, and as part of an ASC scheme for assisting employees to remain connected with the workplace and work colleagues (by choice), an employee may agree to receive and subsequently choose to accept an offer of casual ASC work. Such work will not reduce or extend the parental leave period.

- 31.2 Unpaid maternity, adoption or supporting partner leave is only available after the employee's entitlement to paid leave has been taken and if the employee is the child's primary care-giver.

- 31.3 Paid birth, adoption and supporting partner leave counts as service for all purposes.

Maternity Leave

- 31.4 Maternity leave provisions will mirror those of *the Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time, except that 12 months continuous service with the ASC is required before an employee is entitled to paid maternity leave.

- 31.5 To provide for more flexible administration of maternity leave an employee may elect to either (a) take the 12-week mandatory period of absence at full pay or (b) take an additional 12 weeks on maternity leave without pay, and spread their payment for the 12 week period of required absence over the total period of 24 weeks, at a rate of half normal salary.

- 31.6 The additional leave beyond the mandatory 12 weeks provided in the legislation will not count as service for any purpose.

- 31.7 Where an employee is entitled to paid maternity leave the employee is also entitled to an additional 2 weeks paid leave that counts as service and which is to be taken contiguous with the paid maternity leave. This leave may be taken at half pay but the period beyond 2 weeks will not count as service for any purpose.

Adoption and Kinship Care Placement Leave

Adoption Leave

- 31.8 An employee with 12 months continuous service in the ASC who is the adoptive parent and primary carer of a newly adopted child (as determined by the *Fair Work Act 2009*) is entitled to a maximum of 52 weeks unpaid leave (not to count as service) from the date of the placement of the child. The maximum period of 52 weeks is reduced by any period of paid leave taken under clause 31.10 below.
- 31.9 The newly adopted child:
- (i) must be, or will be under 16 years at the day of placement, or the expected day of placement;
 - (ii) must not have, or will not have lived continuously with the employee for a period of six months or more as at the day of placement; and
 - (iii) must not be a child or step child of the employee or the employee's spouse or de facto partner
- 31.10 Consistent with entitlements under Maternity Leave, where the adopted child is under the age of 5 years, the employee is entitled to 14 weeks paid leave from the date of the placement of the child provided documentary evidence is submitted upon application for leave and the employee's spouse or partner is not also taking Adoption Leave.
- 31.11 Paid adoption leave may be taken at half pay but the period of leave beyond 14 weeks will not count as service for any purpose. Alternatively the leave may be taken in broken periods of whole weeks at full pay.
- 31.12 Up to two weeks of the paid or unpaid adoption leave may be taken for pre-placement purposes to attend interviews, examinations or legal proceedings. The balance of the paid leave would be available from the day of placement of an eligible child.

Kinship Care Placement Leave

- 31.13 An employee with 12 months continuous service in the ASC who is the primary caregiver for a child that is placed with the employee under a Permanent care order issued by a relevant authority under State or Territory legislation (a Kinship care placement), the same leave entitlements applicable to the adoption of a child will apply except that:
- (i) the entitlement to leave exists only while the Permanent Care Order remains in operation;
 - (ii) there is no additional entitlement if there is more than one child placed with the employee;
 - (iii) the employee must be the primary caregiver of the child placed in the employee's care at all times during the leave period.

Supporting Partner Leave

- 31.14 The ASC will grant 4 weeks of paid leave to an employee upon the birth, adoption or kinship placement of a child provided documentary evidence is submitted upon application for leave.

To be eligible for paid leave an employee must have 12 months continuous service with the ASC immediately prior to either the birth, adoption or placement of a child.

- 31.15 Supporting Partner Leave does not apply to an employee who is eligible for and takes maternity or adoption leave. It can be taken concurrently with the employee's spouse or partner who is taking maternity or adoption leave.
- 31.16 Up to two weeks of paid supporting partner leave may be taken for pre-adoption purposes to attend interviews or examinations required to obtain approval to adopt a child. The balance of the paid leave would be available from the day of placement of an eligible child.
- 31.17 This leave:
- (i) may be taken at half pay but the period of leave beyond 4 weeks will not count as service for any purpose;
 - (ii) may be taken in broken periods of whole weeks (being 5 consecutive working days) at full pay;
 - (iii) must be taken within 8 weeks of the birth or adoption, unless it is essential and unavoidable that the employee undertake some period or periods of work in this time that would prevent the employee from utilising their full entitlement to this leave, in which case up to a further (contiguous) month may be allowed in which the leave entitlement is to be exhausted.

Return to Work after Parental Leave

- 31.18 Consistent with the provisions of the NES, on ending ordinary parental or maternity leave, an employee is entitled to return to:
- (i) the employee's pre-parental/maternity leave position; or
 - (ii) if that position no longer exists – an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental/maternity leave position.

[Note: 'ordinary parental leave' is defined in s.12 of the Fair Work Act 2009]

32 Discretionary Leave

- 32.1 At the discretion of the Chief Executive Officer leave with or without pay may be approved where it is not appropriate that annual leave or other forms of leave be used. The Chief Executive may approve leave for the period requested, or for another period, subject to stated conditions.
- 32.2 Discretionary leave with pay counts as service for all purposes. Discretionary leave without pay does not count as service for any purpose unless the Chief Executive approves the leave as counting as service.
- 32.3 Discretionary leave with pay may be approved for any of the following purposes:
- (i) participation in state emergency services activities;
 - (ii) absence as a result of a state of emergency directly affecting an individual employee;
 - (iii) required attendance at a tribunal;
 - (iv) competition leave (national teams) subject to the provisions below;
 - (v) other purposes approved by the ASC.
- 32.4 Discretionary leave without pay may be approved for any of the following purposes:
- (i) employment in the interests of the ASC and which provide a 'return benefit' to the ASC;

- (ii) full-time study;
- (iii) ceremonial purposes;
- (iv) caring responsibilities;
- (v) other purposes approved by the ASC.

32.5 Unpaid leave will be approved in accordance with the *Fair Work Act 2009* for 'voluntary emergency management activities' as prescribed in the NES.

32.6 When considering applications for discretionary leave with or without pay, the Chief Executive will take into account:

- (i) the amount of leave requested;
- (ii) the purpose of the leave and the extent of community contribution involved;
- (iii) the employee's personal circumstances; and
- (iv) the operational implications of the leave.

32.7 The ASC reserves the right to require annual leave and / or long service leave to be taken before any approved leave without pay is granted or taken.

32.8 No extensions to a period of leave without pay will be approved unless extraordinary circumstances arise. Consideration of any extension sought will be assessed against the criteria as outlined in this clause.

- (i) An employee who does not obtain approval to an extension and who does not return to work on the due date will be absent without permission and subject to the Abandonment of Employment provisions of this Agreement.

Competition Leave — National Teams

32.9 At the discretion of the Chief Executive Officer, competition leave may be granted for an employee to compete in open competition at an approved event (as defined below) and when selection is to a National team by the National Sporting Organisation. This also includes officials who have been appointed to a national team by invitation.

32.10 The following competition leave may be granted for the period an employee is required to attend the approved event, plus reasonable travel time:

- (i) not exceeding 4 weeks in a calendar year to an employee who is a competitor or coach of an national sporting team; and
- (ii) not exceeding 4 weeks in 2 years to an employee who is an accredited official of a national sporting team.

32.11 Subject to the requirements of sub-clause 28.8, approved events are:

- (i) the Olympic Games;
- (ii) the Commonwealth Games;
- (iii) the Paralympics; and
- (iv) subject to endorsement by the International Federation as official events:
 - (a) a World Championship;
 - (b) a World Cup;
 - (c) the World Student Games;
 - (d) the World University Games;

(e) an equivalent one-off international event.

32.12 An approved event does not include qualifying competitions or events. Leave is granted for the period of the competition and not for pre or post competition periods.

32.13 Where an employee is paid or receives an allowance from any other organisation, except in payment of travel, accommodation and meal expenses, the pay or allowance must be remitted to the ASC.

33 Long Service Leave

The entitlements of ASC employees to long service leave are provided under the *Long Service Leave (Commonwealth Employees) Act 1976*.

34 Jury Duty / Crown Leave

34.1 Employees other than casuals who are summoned to attend jury duty, or who are called as a witness on behalf of the Crown or subpoenaed to attend by any other party, will be entitled to leave with pay for the duration of the attendance.

34.2 A certificate of attendance stating the dates of attendance and a completed approved leave form is to be submitted. Attendance moneys received as a result of the attendance are to be paid to the ASC. Moneys received for meals, accommodation and/or incidentals are to be retained by the employee.

35 Defence Reservist Leave

35.1 Employees engaged by the Department of Defence in Defence Reservist peacetime training and deployment activities shall be entitled to:

- (i) 4 weeks (20 working days or 28 calendar days) leave on full pay each year for Reservists undertaking Defence service; and
- (ii) an additional 2 weeks paid leave to allow for a Reservists' attendance at recruit/initial employment training.

35.2 Defence leave entitlements may accumulate, and be taken, over a 2-year period.

35.3 The ASC may also approve additional leave for Defence service, either on a paid, unpaid or top-up pay basis.

35.4 Reservists will not be required to pay any tax-free Reserve salary to the ASC.

35.5 Defence Reservists leave, whether with or without pay or on top-up pay, will be regarded as service for all purposes, with the exception that a period or periods of leave without pay in excess of 6 months shall not count as service for annual leave purposes.

35.6 During periods of Defence service, Reservists shall retain continued access to other components of their remuneration package such as superannuation (subject to the rules of the relevant Scheme), studies assistance, salary reviews and cars.

36 Public Holidays

36.1 The following 11 days will be observed as public holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday

- Easter Monday
- Anzac Day
- In each State and Territory, the day observed to celebrate the Queen's Birthday
- The day variously called 'Eight Hour Day', 'Labour Day' or 'May Day' as proclaimed by State and Territory governments
- Christmas Day
- Boxing Day
- An additional day within the Christmas / New Year period, to be a weekday nominated by the ASC.

36.2 Where, in any State or Territory, an alternative public holiday is declared for any of the above days, that alternative day shall be the public holiday in that State or Territory.

36.3 Additional days may be observed as public holidays in a State or Territory when:

- (i) those days are declared and gazetted under State or Territory law; and
- (ii) they are observed by the whole of the community in that State or Territory or a prescribed section of the community.

36.4 An employee who normally works on a day that is a public holiday will be paid for the regular number of hours that would have been worked on that day. Where a public holiday falls on a day that is not normally worked by an employee there is no entitlement to be paid for that day. Except that, a shift worker (as defined) who is rostered off duty on a public holiday is entitled to a day off in lieu to be taken at a mutually agreed time or to an additional day's pay in lieu (unless these alternative days off are built into the ongoing shift roster).

37 Christmas / New Year Attendance

37.1 Employees will not be required to attend for duty on the 2 days between Christmas and New Year that are not observed or nominated as public holidays and which would otherwise be normal work days under this Agreement. This is subject to:

- (i) operational requirements; and/or
- (ii) appropriate provisions being in place to deal with any urgent business that may arise, including the ability to access appropriate employees during that time.

37.2 These 2 days will be referred to as non-attendance days. They do not constitute or form part of annual leave and they are not public holidays.

37.3 If operational requirements mean it is essential that an employee must attend for work on any or all of these days they will be entitled to take the day or days missed at a time mutually agreed with their supervisor. This does not apply to casual employees.

37.4 An employee who is engaged under a 7-day rotating shift roster and is not rostered for normal duty on one or both of the 'non-attendance' days will be entitled to take the day or days missed at a time mutually agreed with their supervisor.

37.5 These 2 non-attendance days will be with pay and count as service for all purposes.

REMUNERATION AND RELATED MATTERS

38 General Salary Increases

38.1 Base salaries will be increased by the percentage amounts, and with effect from the dates specified in the following table:

Date of Effect	% Increase
The date this Agreement comes into operation	4.0%
1 July 2012	2.5%
1 July 2013	2.5%

38.2 For the purposes of this clause, base salary includes:

- (i) the actual base rate of pay being paid to an employee at the time of each increase; and
- (ii) where applicable, the minimum and maximum of the base salary range authorised for the job that an employee is employed to perform.

38.3 Employees will be advised in writing of the base salary they are to be paid and, where applicable to the job they are employed to perform, the salary range of the job.

38.4 Advancement through the salary range of a job (where a salary range is applicable) will be available once annually subject to the employee having at least a 'satisfactory' performance review.

Apprenticeship Rates

38.5 Based on the minimum salary payable to a qualified tradesperson in the ASC, the following rates will apply in each year of an apprenticeship for an apprentice employed in the same trade:

- (i) 1st year trades apprentice (45%)
- (ii) 2nd year trades apprentice (55%)
- (iii) 3rd year trades apprentice (75%)
- (iv) 4th year trades apprentice (90%)

Salary loading / allowance — temporary higher-level work

38.6 The ASC may approve a salary loading or allowance for an employee acting in higher-level jobs or undertaking distinctly higher level work on a temporary, fixed term basis.

38.7 An employee must perform the higher level work for a period of more than 5 consecutive working days before qualifying for payment of a loading. If the qualifying period is met the loading will be paid for the whole period that the higher level work is required to be undertaken.

38.8 The ASC may specify that an approved loading or allowance will not count for superannuation purposes in relation to a defined benefit scheme or severance pay purposes.

39 Allowances

39.1 The allowance rates prescribed in this clause will apply from the first pay period commencing on or after the date this Agreement comes into effect.

First Aid

- 39.2 Where an employee possesses the required qualifications, the ASC may appoint the employee as a First Aid Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$11.00 per week subject to maintaining his/her qualification, undertaking the responsibilities associated with this role and a continuing operational need for the person to remain appointed in the role.

Fire and Emergency Services

- 39.3 Where an employee has undertaken relevant training, the ASC may appoint the employee as a Fire and Emergency Services Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$11.00 per week subject to undertaking refresher training as required, performing the responsibilities associated with this role and a continuing operational need for the person to remain appointed in the role.

Health and Safety Representative:

- 39.4 Where an employee has undertaken relevant training, the ASC may appoint the employee as a Worksafe Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$11.00 per week subject to undertaking refresher training as required, performing the responsibilities associated with this role and a continuing operational need for the person to remain appointed in the role.

Harassment Contact Officer

- 39.5 Where an employee has undertaken relevant training, the ASC may appoint the employee as a Workplace Harassment Contact Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$11.00 per week subject to undertaking refresher training as required, performing the responsibilities associated with this role and a continuing operational need for the person to remain appointed in the role.

40 Remote Locality Allowance

- 40.1 Employees who have an office based in a Taxation Zone A, Special Zone A or Special Zone B as defined in Schedule 2 of the *Income Tax Assessment Act 1936 (ITAA)* will be considered 'remote based staff'. Special Zone A and B area are defined as those towns within Zone A or B that are more than 250 kilometres by the shortest, practicable surface route to the nearest urban centre with a population of 2500 or more.
- 40.2 In recognition of the additional costs incurred through living and working in defined remote localities and increased travel requirements, 'remote based staff' will be paid a remote Locality Allowance as follows:
- (i) Staff employed in 'Taxation Special Zone A' localities will be paid a Remote Locality Allowance of \$3000 per annum.
 - (ii) Staff employed in 'Taxation Zone A' localities will be paid a Remote Locality Allowance of \$2000 per annum.
 - (iii) Staff employed in 'Taxation Special Zone B' localities will be paid a remote Locality Allowance of \$1000 per annum.
- 40.3 The Remote Locality Allowance will be paid fortnightly. The rate of this allowance may be increased at the sole discretion of the ASC.

- 40.4 When the staff member is on long service leave or other approved leave with pay, the staff member will only be paid the locality allowance for the period (if any) of this leave in which his or her family or other dependants remain in the locality to which the allowance relates.
- 40.5 If an employee leaves the locality in which he or she is employed to perform duty elsewhere and remains away for a continuous period of two (2) weeks or more will not be paid the Locality Allowance for the period of the absence from the locality. However, the employee may make application to have the locality allowance reinstated. The ASC will take into consideration the individual's circumstances in making a determination on reinstatement.
- 40.6 An employee regularly employed on less than a full time basis in one of the prescribed localities and who is entitled to an allowance in accordance with the provisions of this clause will be paid a pro-rata allowance equivalent to the fraction worked.

41 Facilities

- 41.1 Employees based in Canberra will be provided priority access to the childcare facility operated by the ASC at the Bruce campus.
- 41.2 Employees located at the Bruce campus will be provided with access to free, on-site car parking.
- 41.3 Employees located at the Bruce campus will be allowed to use the ASC's public swimming pools (in public hours only), the STF weight training room, tennis courts, sports fields and the athletics track free of charge.
- 41.4 The use of ASC/AIS facilities by employees must be consistent with ASC policy regarding their use and at all times subject to the operating requirements of each facility. Employees have a particular duty of care to themselves and others when using these facilities.

42 Superannuation

- 42.1 The ASC will advise all new employees that they have options regarding superannuation and provide access to information on the available options.
- 42.2 The choice of complying superannuation funds available for employees will be determined by the ASC and may be limited to funds that accept contributions paid through fortnightly electronic funds transfer (EFT).
- 42.3 An employee's salary for superannuation purposes will be the employee's ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992* except for the Commonwealth Superannuation Scheme (CSS), the Public Sector Superannuation Scheme (PSS) and the Public Sector Accumulation Plan (PSSap).

43 Salary Packaging

- 43.1 Under arrangements determined by the ASC, salary packaging will be available to employees. This will enable an employee to elect to take part of their salary in the form of other benefits provided:
- (i) the total employment cost of an individual to the ASC does not increase;
 - (ii) any charge such as fringe benefits tax or any other expense such as administrative or transaction costs will be taken into account in determining the value of the salary package;
 - (iii) the salary package is structured so that the ASC meets any obligations imposed on it by legislation or other instruments; and

- 43.2 Where employees elect to take up flexible remuneration packaging their salary for superannuation, severance and termination payments will be determined as if the salary sacrifice arrangement had not been entered into.

44 Supported Wage Scheme

- 44.1 The supported wage scheme applies to employees who are unable to perform duties to the competence level required because of a disability and who meet the criteria for receipt of a Disability Support Pension. Any adjustment applies to rates of pay only. Employees will be entitled to the same terms and conditions of employment as other employees. The productive capacity of the employee will be assessed and documented by the Commissioner and an accredited Assessor.
- 44.2 Reasonable steps will be taken to make changes in the workplace where this will enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.
- 44.3 A person may be employed for a trial period not exceeding 12 weeks to assess their capacity to do a particular job. An additional work adjustment time (not exceeding 4 weeks) may be set.
- 44.4 Assessment reviews will be conducted annually or earlier on reasonable request of the employee.

HEALTH, SAFETY AND EMPLOYEE WELLBEING

45 Health and Safety Management

All parties to this Agreement commit to raising occupational health and safety awareness and standards throughout the organisation and support the operation of the ASC's Work-Safe forum, program and its strategies.

46 Employee Assistance Program

The ASC will provide services under an employee assistance program that will include short-term, confidential counselling to employees and members of their immediate family or household at no cost to the individual. In conjunction with the service provider(s), the ASC will actively engage in raising employee awareness on the benefits of the service(s).

CONSULTATION, GRIEVANCE AND DISPUTE RESOLUTION TERMS

47 Staff Consultative Group

- 47.1 These provisions are intended to operate in addition to and are not intended to impact on the operation of the consultation provisions set out elsewhere in this Agreement. The ASC will maintain a Staff Consultative Group (SCG) as a forum for general consultation and communication between management, staff and their representatives to consider matters related to.
- (i) the application, interpretation or implementation of this Agreement and related employment policies and guidelines; and
 - (ii) issues that have the potential to impact employees generally in their employment.
- 47.2 The SCG will comprise the following members:

- (i) Staff Representatives in such number as to offer a reasonable, practical coverage of employees and employment types within branches of the ASC;
- (ii) an official from each of the unions party to this Agreement (or a workplace delegate of the union);
- (iii) management representatives nominated by the ASC.

47.3 The SCG is not a forum for resolving individual employee grievances or disputes.

47.4 Detailed arrangements relating to the operation of the SCG will as determined from time to time by the SCG including but not limited to arrangements for employee nominations as Staff Representatives and these will be promoted to the ASC workforce.

Freedom of association

47.5 The parties recognise that employees are free to choose to join or not to join a union. Irrespective of that choice, employees will not be disadvantaged or discriminated against in respect of their employment under this Agreement. Employees who choose to be members of a union have the right to have their industrial interests represented by that union and to participate in lawful union activities, subject to the terms of this Agreement and relevant industrial legislation.

48 Staff Representatives and Union Representatives

48.1 A workplace union delegate is an employee appointed by a union to be a workplace delegate and as such represents a union and its members. A 'staff Representative' means an ASC employee who is a member of the Staff Consultative Group as a staff representative nominated by and representing the general interests of staff from designated areas of the Commission.

48.2 The role of staff representatives, workplace union delegates and other elected union representatives will be respected and facilitated.

48.3 The ASC, Staff Representatives, workplace union delegates and unions will deal with each other in good faith. In exercising their rights, staff representatives, workplace delegates and unions will consider operational issues, ASC policies and guidelines and the likely affect on the efficient operation of the ASC and its business undertakings.

Elected union representatives

48.4 The ASC recognises that endorsed union workplace delegates speak on behalf of their union's members in the workplace and in this regard the rights of union workplace delegates are:

- (i) reasonable paid time during normal work hours to provide information and seek feedback from ASC employees on workplace relations matters;
- (ii) email employees in their workplace to provide information and seek feedback, subject to individual employee's exercising a right to 'opt out';
- (iii) reasonable access to ASC facilities (including telephone, facsimile, photocopying, internet and email facilities, meeting rooms, lunch rooms, tea rooms and other areas where employees meet) for the purpose of carrying out work as a delegate and consulting with members and other interested employees and the union, subject to agency policies and protocols. The ASC will have the right to remove any offensive or improper items or remove access where this is used improperly;

- (iv) reasonable paid time during normal hours to represent the interests of members to the employer and tribunals and to consult with other delegates and union officials in the workplace;
- (v) reasonable access to appropriate training in workplace relations including training provided by their union;
- (vi) reasonable paid time off to participate in SCG meetings and undertake associated tasks.

49 Consultation Relating to Major Change

49.1 This term applies if:

- (i) the employer has made a definite decision to introduce a *major change* to production, program, organisation, structure, or technology in relation to its enterprise; and
- (ii) the change is likely to have a significant effect on employees of the enterprise.

49.2 The employer must notify the relevant employees of the decision to introduce the *major change*, the consultation process for addressing this and the employee's right to appoint a representative.

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

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.

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

- (i) discuss with the relevant employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion - provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.

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

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

- 49.7 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- 49.8 In this term, a *major change* is likely to have a significant effect on employees if it results in
- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- 49.9 In this term, *relevant employees* means the employees who may be affected by the major change.

50 REVIEW OF ACTIONS

- 50.1 Disagreements should be resolved by talking them through and reaching agreed settlements in the workplace.
- 50.2 Where an employee is aggrieved about a decision or action affecting them in their employment, and the normal processes of consultation and communication do not resolve the issue, the employee may ask the Chief Executive Officer in writing to review the matter, except in relation to termination of employment, matters being dealt with under the Dispute Resolution Terms of this Agreement or any matters concerning breaches of the Code of Conduct.
- 50.3 When such a request is made, the Chief Executive Officer will review the matter or appoint a person to do so unless the request is frivolous or vexatious. The review will include an interview with the employee, who is required to be available within a reasonable time for that purpose.
- 50.4 A decision on the matter will be communicated in writing to the employee by the Chief Executive Officer as soon as practicable.
- 50.5 If the employee is not satisfied with the Chief Executive Officer's response, she or he may request in writing that the matter be considered further by an independent person that is agreed to by the Chief Executive Officer and the affected employee. Where there is no agreement, the ASC will ask the Deputy Industrial Registrar to nominate an independent person to review the matter.
- 50.6 The independent person will be required to conduct an investigation of the matter and provide a report to the Chief Executive Officer with recommendations as to appropriate action. The Chief Executive Officer will decide the matter and ensure that this is communicated to the employee concerned as soon as possible. The cost of engaging an independent person shall be borne by the ASC.
- 50.7 Reviews will be conducted with procedural fairness and the principles of natural justice.

51 DISPUTE RESOLUTION TERMS

- 51.1 This term sets out procedures to settle a dispute if the dispute relates to:
- (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards;
- 51.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 51.3 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.
- 51.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 51.5 Fair Work Australia may deal with the dispute in 2 stages:
- (i) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (a) arbitrate the dispute; and
 - (b) make a determination that is binding on the parties.
- Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*
- 51.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (i) 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
 - (ii) 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:
 - (a) the work is not safe; or
 - (b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (c) the work is not appropriate for the employee to perform; or
 - (d) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 51.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

SCHEDULE 1

CLASSIFICATION STRUCTURE AND SALARY FRAMEWORK

1 Classification Structure

- 1.1 The ASC Job Classification Structure comprises 8 grades.
 - (i) However, Swim and Fitness Instructors are subject to the particular classification arrangements set out in Schedule 5.
 - (ii) Grade 8 covers positions are excluded from coverage under this Agreement (clause 2) and accordingly Grade 8 is not included in Table A below.
- 1.2 Each grade in the structure represents a set 'work value' range that covers a variety of different job types and positions of variable relative work value within the Grade.
- 1.3 The grade structure also establishes an organisational hierarchy of positions within the ASC workforce and a framework for workforce management purposes that enables the ASC to determine when and how advancement, promotion transfer and related job advertising arrangements will apply.
- 1.4 It is agreed that for the purposes of greater transparency and ease of application, the Classification Structure will be augmented by a 'grade descriptors' and these will be developed within the life of this Agreement and finalised after consultation through the Staff Consultative Group. Grade descriptors will be developed around common job factors of expertise, judgement and accountability as well as the capabilities referred to in clause 17.1 of this Agreement.

2 Salary Framework

- 2.1 The 'Salary Determination' provisions set out below do not apply to AIS House Parents or House Supervisors or Swim and Fitness Instructors.
- 2.2 The existing system of salary determination involves the ASC determining a 'Job Salary Range' (JSR) for each position. The maximum rate of a JSR is deemed the 'fully effective' rate for performance by job holder.
- 2.3 Under the existing system of salary determination:
 - (i) there is no common JSR applicable to all jobs in the same grade;
 - (ii) a common JSR will apply to all jobs that are identical;
 - (iii) a minimum to maximum spread of 8% is used in establishing the JSR of a position; and
 - (iv) the minimum of the JSR for the lowest position within a grade establishes the annual full time Grade Minimum Salary Rate (GMSR) for a position within a grade (Table B).
- 2.4 Salary is determined with reference to the internal (ASC) salaries framework which includes Minimum Salary Rates for grades, the external pay market and budget affordability.
- 2.5 The Grade Minimum Salary Rates in Table B will be adjusted in line with the general salary increases prescribed at clause 38 of this Agreement.

Table A	Table B
Grade	Grade Minimum Salary Rate (GMSR)
ASC 7	\$103,527
ASC 6	\$ 85,989
ASC 5	\$ 71,334
ASC 4	\$ 58,956
ASC 3	\$ 48,602
ASC 2	\$ 40,646
ASC 1	\$ 34,606

SCHEDULE 2

Broadband Arrangement – Specified AIS Sport Science / Medicine Professional Positions

- 1 The AIS Science broadband arrangement enables the advancement of an employee from employment in a Grade 5 level role to a 'senior' level role at Grade 6 subject to meeting specified advancement criteria. As such, and for operational purposes, it comprises a 'lower' and 'upper' tier for specified science / clinical professional roles aligned Grade 5 and Grade 6 of the ASC Job Classification Structure.
- 2 The primary business objective of this arrangement is to enable the AIS to internally develop the high level expertise and capability required at the 'senior' (Grade 6) sport science level more effectively. The required expertise and capability at the 'senior' level is critical to meeting the servicing standards required by elite athletes and national sporting organisations (NSO's). It also enhances the AIS's ability to attract suitable candidates at the Grade 5 level. Where required, PhD qualifications in the 'upper tier' roles will also increase the capacity of the AIS to engage and supervise increased numbers of PhD students.

When can this arrangement be applied in a Discipline?

- 3 It applies only to specified AIS science / clinical professional positions and no other employment categories.
 - (i) It will only become operative for an AIS discipline when specific 'advancement criteria' are approved by the AIS for a particular science / clinical discipline and the discipline is ready to implement it so that it meets the required business objectives.
 - (ii) Once implemented in a discipline, it will continue to operate unless, on review by the Review Panel it is determined that the advancement criteria cease to be relevant and/or applied with sufficient rigour to achieve the required business objectives.

Assessment and advancement arrangements

- 4 The criteria approved for advancement to a 'senior' (upper tier) position in a discipline will include a combination of the following elements that must all be satisfied for advancement to be considered:
 - (i) specified, advanced tertiary qualifications (in a specific field or fields of study);
 - (ii) 'relevant experience', being required years of experience with suitable breadth and depth of experience;
 - (iii) prescribed capability to 'lead' and provide 'leadership' suitable to the collaborative partnering and servicing environment of the AIS, leadership of and for a professional discipline and managerial capability as needed; and
 - (iv) being assessed as 'fully effective' in the employee's Grade 5 role.
- 5 An AIS Review Panel will be formed by the Director AIS for the express purpose of receiving and reviewing employee applications for advancement and making recommendations to the Director AIS. The Review Panel will include, among others appointed by the Director AIS, the Head of the relevant AIS discipline, at least one independent person who is suitably qualified to make such assessments and who is external to the AIS (unless at a time when a Review Panel is convened it is not practical to engage someone external to the organisation).
- 6 Information detailing the particular advancement criteria, the arrangements under which employee applications for advancement can be made and considered and the administrative arrangements of the Review Panel will be made accessible to employees.

SCHEDULE 3

AIS COACHES – SPECIFIC CONDITIONS

1 Terms and conditions

The terms and conditions set out in this Schedule are specific to the employment of AIS Coaches. Other terms and conditions of this Agreement may apply but to the extent of any inconsistency with the additional or varied terms set out in this Schedule the terms set out in this Schedule prevail.

Note: For the purposes of this Agreement, the term 'AIS Coach' is used generically to refer to all levels of AIS coaching staff employed in an Australian Institute of Sport (AIS) high performance program.

2 Fixed Term Employment

2.1 An AIS Coach may be employed on a fixed term, reviewable basis. A fixed term may be extended by agreement between the employer and employee. Typically the fixed term employment of coaches aligns with Olympic cycles but this may vary from time to time and program to program.

2.2 It is expected that coaches employed continuously for 12 months or more will receive notice from the ASC regarding the options for reappointment three months before the end of their fixed term. The purpose is to provide advance information to a Coach about the prospects of further employment following the completion of their existing fixed term.

3 Hours and patterns of work

The ordinary hours of work of a full-time AIS Coach shall be an average of 37.5 hours plus reasonable additional hours. Consistent with the usual nature, operation and practice of elite sport and the industry of elite sport (the demands of the job) an AIS Coach is expected to work such hours as are reasonably necessary to get the job done without additional claim. Actual hours worked must be flexible according to the demands of the job and will involve reasonable additional hours. This does not preclude a coach being employed on a part time or casual basis should the need arise.

4 Special Payment and Redundancy

4.1 Where an AIS Coach completes a second or subsequent and successive fixed term of employment and each term is a minimum of 12 months duration and the ASC does not offer a further term, the ASC will make a special payment of two (2) weeks pay for each continuous year of service up to a maximum of 20 weeks pay.

4.2 Where the ASC terminates the employment of an AIS Coach before the expiry of an agreed term for reasons other than performance, conduct or discipline the Redundancy provisions of this Agreement will apply.

5 Vehicles – AIS Head Coach / AIS High Performance Director

An AIS Head Coach or AIS High Performance Director will be provided with a fully maintained, private plated vehicle for program and private use, with costs including Fringe Benefits Tax being met by the ASC. The employee may be required at the discretion of their manager to return the vehicle to the ASC for program use in periods the Coach is on leave for more than 4 weeks.

SCHEDULE 3

6 Annual leave

- 6.1 An AIS Coach is entitled to 25 days annual leave, inclusive of an additional 5 days each 12 months in recognition of the incidence of weekend and/or public holiday work involved (the demands of the job).
- 6.2 AIS Coaches will be encouraged to use their annual leave entitlements and to have accrued at any given time no more than 2-years credit of leave. A credit of more than 2-year's level entitlement will be considered excessive.
- 6.3 An AIS Coach who accumulates more than 2 years credit of annual leave may be directed to take leave where it is reasonable to do so. This includes a reasonable notice period before the leave is to be taken having regard to the employee's circumstances and operational requirements. An AIS Coach who attends for work during a period that they have been directed to take leave as annual leave will not be entitled to any additional payments for that attendance unless the employee is directed to attend for work by the ASC in which case the employee will be entitled to be paid the appropriate hourly rate for the time they have been directed to attend work and perform the duties.

SCHEDULE 4

AIS HOUSE PARENTS AND HOUSE SUPERVISORS

1 Terms and Conditions

1.1 The terms and conditions set out in this Schedule are specific to the employment of AIS House Parents and House Supervisors. Other terms and conditions of this Agreement may apply but to the extent of any inconsistency with the additional or varied terms set out in this Schedule, the terms set out in this Schedule prevail.

1.2 These terms and conditions reflect the 'live-in' requirement of these positions. Each House Parent 'role' requires the employment of a couple already living as partners in a domestic relationship to carry out the functions and duties on a 'job share' basis.

2 Total Remuneration Package (TRP)

2.1 A total remuneration package (TRP) is provided for a House Parent and a House Supervisor role. The TRP comprises an annual (all up) salary and accommodation, meals and other benefits provided by the ASC as follows.

2.2 Base Salary

- (i) The 'all-up' base salary component for a House Parent 'role,' is \$78,026 per annum.
- (ii) The 'all-up' base salary for a House Supervisor 'role' is \$46,953 per annum.
- (iii) The 'all-up' base salary for each role comprehends all duty and accordingly there is no entitlement to additional payment or penalties for work performed.
- (iv) The 'all-up' base salary will be adjusted in line with the general pay increases available under clause 38 of this Agreement.

2.3 Accommodation and meals

- (i) Within AIS athlete residences and for the duration of employment in these positions, employees will be provided with partially furnished living quarters including electricity and cleaning (if requested) on a 'rent free' basis and all daily meals at no charge.
- (ii) The nature and role of AIS House Parents requires the employment of a couple already living as partners in a domestic relationship and as such they will, together be provided with living quarters to be shared and used as a couple.

2.4 Other benefits

The TRP includes access to:

- (i) ASC computer equipment, internet facilities and telephone equipment for reasonable private use;
- (ii) on-site laundry facilities services; and
- (iii) ASC sporting facilities for personal health and fitness purposes.

3 Hours and patterns of work

3.1 The live-in and pastoral care requirements of residential House Supervisors and House Parents are such that within a roster system the employees are required to be available to athletes under their care on a 7-day, 24-hour basis. The roster will be based on a standard of 38 hours per week plus reasonable additional hours.

SCHEDULE 4

3.2 Within the roster system an employee will:

- (i) work such ordinary hours as are necessary for the effective performance of their role;
- (ii) adopt daily and weekly working patterns that meet the demands of their role. The particular arrangements for ensuring periods of 'active' duty and 'on-call availability' are covered must be determined in conjunction with the other House Supervisors and House Parents and be approved by the ASC; and
- (iii) exercise a degree of flexibility and responsibility in organising daily work requirements and personal 'down time'.

4 Annual Leave

4.1 Each employee is entitled to 33 days of annual leave per annum, accruing and being credited to the employee monthly on a pro-rata basis. This recognises the 7-day/24-hour aspects of the role and the work patterns involved under the applicable roster system including weekend duty.

4.2 Leave entitlements will be managed on the principle that a 'day is a day' regardless of the employee's usual pattern of work, attendance and/or availability on the day or days that leave is taken.

5 Public holidays

Public Holidays will be observed in accordance with the public holiday terms of this Agreement except that: where an employee is required to work on a designated public holiday, an alternative day off in lieu will be provided at a later, mutually convenient time. There is no additional benefit if an employee is not required to work on a public holiday.

SCHEDULE 5

CASUAL SWIM AND FITNESS INSTRUCTORS

1 Employment

Swim Instructors and Fitness Instructors in the fitness and swim school programs offered by the ASC to general public on a commercial basis are employed under casual employment arrangements.

2 Terms and Conditions

2.1 The terms and conditions set out in this Schedule are specific to the employment of casual Swim and Fitness Instructors.

2.2 In relation to Allowances (other than 'Uniforms'), Higher Duties, Breaks and Overtime, entitlements will be the same as those of the *Fitness Industry Award 2010* (to the extent of their applicability to casual employment).

2.3 Unless otherwise specified, leave entitlements will be as prescribed for casual employees under the NES.

2.4 Unless dealt with under clauses 2.2 or 2.3 above, other terms of this Agreement applicable to casual employment will apply, except clauses 8, 15, 16 to 25 and 38 – 40 (inclusive).

3 Hours of Work

3.1 In keeping with relevant industry practice, swim and fitness programs operate 7-days a week including on public holidays. Accordingly employees must be available to be required to work within a roster of duty on weekends and weekdays as required.

3.2 The number of hours of employment or the number of sessions (engagements) offered each week will vary according to public demand and related operational requirements.

3.3 A casual employee who is engaged as a Level 2, 3 or 4 instructor or trainer or as a student undertaking practical work involvement may be engaged for a minimum period of one hour. Engagements at other levels shall be for a minimum of 3 hours.

4 Hourly Rates of Pay and Casual Loading

4.1 Effective on and from the date this Agreement comes into operation the hourly rates of pay (inclusive of a 4.0% increase) and the casual loading paid for work performed will be:

Table 1 – Hourly Rates of Pay and Casual Loading

Award Level <i>Column 1</i>	Hourly Rate <i>Column 2</i>	25% Loading (Mon-Fri) <i>Column 3</i>	30% Loading (Sat-Sun-P/Holiday) <i>Column 4</i>
Level 1	\$15.60	\$19.50	\$20.28
Level 2	\$16.05	\$20.06	\$20.87
Level 3	\$17.21	\$21.51	\$22.37
Level 4	\$18.91	\$23.64	\$24.58
Level 5	\$19.83	\$24.79	\$25.78
Level 6	\$21.54	\$26.93	\$28.00
Level 7	\$21.83	\$27.29	\$28.38

4.2 The reference in Table 1 (Column 1) to 'Award Level' refers to the classification levels within the *Fitness Industry Award 2010*. The casual loading (Column 3 and 4) is paid in lieu of entitlements to paid leave and public holidays except for long service leave.

SCHEDULE 5

- 4.3 The hourly rates in Table 1 above will be increased as follows (Table 2), with consequential adjustment of the casual loading rates specified in columns 3 and 4:

Table 2 – Adjustment of Hourly Rates

Date of effect	% Increase
1 July 2012	2.5%
1 July 2013	2.5%

- 4.4 In the event that minimum hourly rates applicable at a point in time under the *Fitness Industry Award 2010* as adjusted by National Minimum Wage decisions become greater than the rates applicable at that time under this Schedule, the Award rates will apply.

5 Group Fitness and Personal Trainer Activities

A Fitness Instructor assigned by the ASC to conduct group fitness sessions or to provide personal trainer services to a client will be paid an hourly rate between \$25.00 and \$65.00 (inclusive of any casual loading) as determined by the ASC depending upon the particular expertise and experience of the employee.

6 Uniforms

It is compulsory that Swim and Fitness wear the uniform supplied by the ASC is worn at all times when on duty. Uniform items will be supplied at no cost to employees but they must be returned when employment ceases and employees are required to clean their own uniforms.

7 Leave and Public Holidays - National Employment Standards (NES)

Entitlements to leave and public holidays will be as prescribed for casual employees under the NES (*Fair Work Act 2009*), except that entitlements to long service leave will be as prescribed in the *Long Service Leave (Commonwealth Employees) Act 1976*.

8 Ceasing Employment – Request for Prior Notice

If at any time an Instructor wishes to cease employment, four week's notice is requested to allow time to for a replacement Instructor to be sourced and trained to ensure continuity of services to paying customers.

SCHEDULE 6

CHILD CARE CENTRE – SPECIFIC CONDITIONS

1 Terms and conditions

The terms and conditions of this Schedule apply exclusively to employees engaged in the ASC's Childcare Centre. To the extent of any inconsistency between provisions under this Schedule and the other provisions of this Agreement, the terms and conditions of this Schedule shall prevail.

2 Higher Level Work

An employee called upon to perform, for a period of 4 days consecutively or an accumulation of the equivalent of 7 days ordinary hours in any 1 month period, the duties of another employee in a higher level or classification, shall be paid for all such time worked at the rate of pay prescribed for that higher level or classification.

3 First Aid Qualification

All employees are required to maintain a current, recognised first aid qualification to the satisfaction of the ASC. The ASC shall enrol the employee in an appropriate first aid course during normal working hours, and shall pay the fees / charges for their attendance.

4 Planning & Programming

4.1 Employees responsible for programming and planning for a group of children shall be allowed up to 3 hours per week away from face to face work with the children in their care. Employees responsible for observing children shall be allowed up to 30 minutes per week away from face to face work with the children in their care. This time is to be spent on planning, preparing, researching and programming activities.

4.2 Such non-contact time shall be granted to the employee when the employee requests that such time is necessary. The hours at which such non-contact time will be taken will be decided by the Director / Co-ordinator following discussion with the employee concerned.

4.3 Wherever possible non-contact time should be rostered in advance so as to minimise the disruption to the service and the cost impact.

5 Rest Pauses

5.1 An employee including a part-time or casual employee working 4 hours or more on any engagement shall be allowed without deduction of pay a rest period of 15 minutes. The rest periods shall be uninterrupted.

5.2 An employee working 6.5 hours or more per engagement shall be allowed without deduction of pay two (2) separate rest periods of 15 minutes. By agreement the employee may forego one rest pause.

5.3 No rest pause shall be given or taken within 1 hour of the employee's commencing or ceasing time or within 1 hour before or after a meal or rest break unless by mutual agreement between the employee and their employer.

SCHEDULE 6

6 Infectious Diseases

6.1 An employee who contracts an infectious disease through a contact in the area of employment shall be entitled to paid 'infectious diseases' leave in accordance with the following scale:

Chicken Pox (Varicella)	5 days
German Measles (Rubella)	5 days
Head Lice	1 day
Hepatitis	as decided by medical practitioner
Impetigo	2 days
Measles (Morbilli)	10 days
Mumps	10 days
Rheumatic Fever	as decided by medical practitioner
Ringworm	2 days
Scarlet Fever	10 days
Conjunctivitis	2 days
Whooping Cough	10 days
Cold Sores	2 days
Hepatitis A.	5 days
Scabies	1 day
Streptococcal Infection	1 day
Active Tuberculosis	20 days or as decided by a medical practitioner

6.2 A duly signed certificate by a qualified medical practitioner stating the nature of the illness must accompany any application for leave with pay under the provisions of this sub-clause.

6.3 Provided further that leave taken in accordance with this sub-clause shall not be debited against normal personal leave credits.

6.4 The ASC may determine from time to time that other infectious diseases should be included in the above list and the amount of leave involved.

SCHEDULE 7

INDIVIDUAL FLEXIBILITY AGREEMENT TERMS

- 1 The ASC and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) remuneration;
 - (f) leave, and
 - (ii) the arrangement meets the genuine needs of the ASC and an employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the ASC and the employee.
- 2 The ASC must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- 3 The ASC must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the employer and the employee; and
 - (iii) is signed by the ASC and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - (c) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (d) how the arrangement will vary the effect of the terms; and
 - (e) how the employee will be better off overall in relation to the terms; and
 - (f) conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 4 The ASC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5 The ASC or the employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the ASC and the employee agree in writing - at any time.