

***Australian Sports Commission
(Committed to Excellence)
Certified Agreement 2001–2004***

Fostering a working environment that:

- recognises that you are integral to our organisation's effectiveness
 - is flexible, efficient and productive
 - enables you and the ASC to continually improve effectiveness
 - links you with the objectives and priorities of the ASC
 - encourages you to develop your job skills and contribution to corporate goals while widening your career options
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1. TITLE

- 1.1 This Agreement shall be known as the Australian Sports Commission (Committed to Excellence) Certified Agreement 2001–2004.

2. PURPOSE

- 2.1 The parties recognise that the successful implementation of this Agreement is critical to the achievement of our Mission, as underpinned by our stated Values outlined below:

Our Mission

'TO ENRICH THE LIVES OF ALL AUSTRALIANS THROUGH SPORT'

Our Values

- We strive for Excellence through cooperation and teamwork.
- We respond to the needs of our clients.
- We make the most of every opportunity to be innovative and to be leaders in our field.
- We listen and communicate openly.
- We accept full accountability for our decisions and actions.
- We value the well-being and diversity of our staff.

- 2.2 In order to achieve our Mission, the parties to this Agreement are committed to continuing progress towards a better workplace by fostering a working environment which:

- (i) recognises that employees are integral to our organisation's effectiveness;
- (ii) is flexible, efficient and productive;
- (iii) enables the ASC and our employees to continually improve effectiveness at all levels;
- (iv) is aligned with the ASC's objectives and priorities; and
- (v) encourages employees to develop their job skills and contribution to corporate goals while widening their career options.

- 2.3 The parties embrace the concept of continuous improvement in the design and delivery of work programs. It is agreed that every program will work towards:
- a continuation of effective management and containment of ASC's aggregate running costs/expenditure; and
 - increasing revenue where appropriate.

- 2.4 The parties are committed to ensuring that ASC operational practices contribute to organisational effectiveness through incorporating the following:
- open communication and consultation in decision-making processes
 - continued devolvement of responsibility and accountability within defined operational frameworks
 - implementation of team-based arrangements as appropriate
 - development of flexible work practices which assist employees to balance their work and other responsibilities
 - the implementation of initiatives contained in this agreement regarding performance management, occupational health and safety and workforce diversity
 - support for the Consultative Group as outlined at clause 46 of this Agreement and the establishment of working parties, as appropriate, to develop and implement organisational initiatives and improvements.

3. ARRANGEMENT

- 3.1 This Agreement is arranged as follows:

<u>Subject matter</u>	<u>Clause number</u>
Title	1
Purpose	2
Arrangement	3
Definitions	4
Parties Bound	5
Duration and Replacement of Agreement	6
Comprehensive Agreement	7
Closed Agreement	8
Australian Workplace Agreements	9
Terms of Employment (Non Coaching Staff)	10
Terms of Employment (Coaching Staff)	11
Nature of Work	12
Casual Employment	13
Part-Time Employment	14
Hours of Work — Other than Shift Workers (Non Coaching Staff)	15
Hours of Work — Other than Shift Workers (Coaching Staff)	16
Overtime — Other than Shift Workers (Non Coaching Staff)	17
Overtime — Other than Shift Workers (Coaching Staff)	18
Payment for Meals	19
Shift Work (Non Coaching Staff)	20
Leave Arrangements	21
Annual Leave	22
Personal Leave	23
Special Leave	24
Competition Leave	25
Jury Duty/Crown Leave	26
Maternity Leave	27
Parental Leave	28

Leave without Pay	29
Travel	30
Public Holidays	31
Performance Management and Development	32
Discipline Code	33
Use of ASC Information — Intellectual Property	34
Appeals Against Termination of Employment	35
Review of Actions	36
Classification and Pay Structure	37
Rates of Pay	38
Superannuation	39
Salary Packaging	40
Facilities	41
Child Care	42
Dispute Settlement Procedure	43
Occupational Health and Safety	44
Employee Assistance Program	45
Consultation	46
Valuing Diversity	47
Performance Management and Development	Appendix 1
Handling Unsatisfactory Performance	Appendix 2
Rates of Pay	Appendix 3

4. DEFINITIONS

- 4.1 'Act' means the Australian Sports Commission Act 1989;
'AIRC' means the Australian Industrial Relations Commission;
'AIS' means the Australian Institute of Sport;
'ASC' means the Australian Sports Commission;
'AWA' means an Australian Workplace Agreement made in accordance with the Workplace Relations Act 1996;
'Award' means any award of the AIRC, which is binding on the ASC;
'Employee' means any person employed by the ASC who is covered by the terms of this Agreement; and
'Union' means the Media Entertainment and Arts Alliance (MEAA).

5. PARTIES BOUND

- 5.1 This Agreement is made under section 170LJ of the Workplace Relations Act 1996. In accordance with section 170M of the Act this Agreement binds:

the Australian Sports Commission;

all persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement (in accordance with Clause 5.2); and

the Media Entertainment and Arts Alliance (MEAA).

- 5.2 This Agreement applies to any person who is employed by the ASC whose employment is covered by an award of the AIRC at the time that the Agreement is certified.

Exceptions to this are that:

- this Agreement only applies to casual employees as outlined in clause 13;
- this Agreement does not apply to any person employed under the Child Care Industry (ACT) Award 1992; and
- does not apply to any employee specifically covered by an Australian Workplace Agreement (AWA).

6. DURATION AND REPLACEMENT OF AGREEMENT

- 6.1 This Agreement shall come into effect from the beginning of the first pay period on or after the date of its certification by the AIRC and shall nominally expire 3 years after the date of certification. At least 3 months before expiry, discussions will commence on a replacement agreement.

7. COMPREHENSIVE AGREEMENT

- 7.1 The parties agree that this is a comprehensive Agreement that provides for the following relationship to awards, agreements and legislation.

- 7.2 It is agreed that this Agreement displaces the following awards as varied from time to time:

- Australian Government (Non-APS) Part Time Work (CPSU) Award, 1999;
- Australian Government Employment — AWU Salaried Staff Award 1992;
- Australian Government Employment (Flexible Working Hours) Award 1988;
- Australian Sports Commission (Professional Coaching Staff) Award 1995;
- General Conditions of Service, Professional Officers Association, Australian Government Employment Award 1990;
- Journalists' (Australian Government Instrumentalities) Award 1999;
- National Training Wage Award 1994;
- Out of Hours Restriction — Permanent Officers and Temporary Employees Agreement 1992;
- Professional Officers Association, Australian Government Employment, Professional and Executive Salaries Award 1990; and
- Public Sector Union Australian Government Statutory Authorities Award 1990;

- 7.3 It is agreed that this Agreement displaces the:

- Australian Sports Commission (ASC) Enterprise Agreement 1998;
- Australian Sports Commission Enterprise Agreement 1996; and
- Australian Sports Commission Interim Agreement 1995.

- 7.4 The parties agree that should any situation be identified where an employment condition, which has not been specifically varied by this Agreement, and which applied to employees of the ASC before the certification of this Agreement, has been unintentionally displaced, then such conditions of employment shall continue to apply as if they were expressly incorporated within this Agreement.

7.5 Following certification of this agreement, an application will be made to the AIRC to terminate the following Certified Agreements in accordance with Section 170MH of the Workplace Relations Act 1996:

- Australian Sports Commission (ASC) Enterprise Agreement 1998;
- Australian Sports Commission Enterprise Agreement 1996; and
- Australian Sports Commission Interim Agreement 1995.

7.6 It is acknowledged that employment is subject to relevant provisions of the following Acts (and regulations or instruments made under the Acts):

- Australian Sports Commission Act 1989;
- Workplace Relations Act 1996;
- Long Service Leave (Commonwealth Employees) Act 1976;
- Maternity Leave (Commonwealth Employees) Act 1973;
- Superannuation Act 1976;
- Superannuation Act 1990;
- Superannuation Productivity Benefit Act 1988;
- Safety, Rehabilitation and Compensation Act 1988; and
- Occupational Health and Safety (Commonwealth Employment) Act 1991.

8. CLOSED AGREEMENT

8.1 This Agreement encompasses and deals with all matters referred to herein for its duration. The parties agree there will be no further claims in the life of the Agreement except where consistent with the Agreement.

9. AUSTRALIAN WORKPLACE AGREEMENTS

9.1 The Executive Director may offer, and where agreed with the employee, enter into Australian Workplace Agreements (AWAs) with employees covered by this agreement. Such AWAs may either:

- (a) operate to the exclusion of this agreement; or
- (b) incorporate the terms of this agreement but prevail over those terms to the extent of any inconsistency.

10. TERMS OF EMPLOYMENT (NON COACHING STAFF)

10.1 Subject to the terms of this Agreement, an employee continues in employment until that employment comes to an end through:

- a) the employee giving a period of 4 weeks notice or alternative period as agreed between the employee and the ASC; or
- b) the ASC giving the period of notice required by the provisions of the Workplace Relations Act 1996 or paying in lieu of that period of notice.

10.2 An employee may be notified in writing when taking up employment that his/her services will not be required beyond a specific period or the happening of a specific event and that, unless prior formal notice of continuation is given, employment will cease at that time. It is important to note that:

- a) if employment terminates at that time, the employee is not eligible for the additional redundancy payments set out in Sub-clause 10.5 below; and
- b) if formal notice of continuation is given, the employment can only be terminated in accordance with the other terms of this Agreement.

- 10.3 The first three months of employment will be on probation. In fair circumstances, the ASC reserves the right to extend this probationary period by up to 3 months. During probation an employee will be required to undergo a medical examination by a practitioner nominated by the ASC at the ASC's cost, in which case continuation of employment will be subject to the employee receiving a satisfactory medical report. If the employee's performance during the probationary period is not up to the standard required by the ASC or if the medical report is unsatisfactory, employment may be terminated by the giving of one week's notice or payment in lieu.
- 10.4 Using the ASC Code of Conduct as a guide, the ASC may terminate the employment without notice where the employee has committed serious misconduct.

Redundancy

- 10.5 Other than employees who are employed in accordance with Sub-clause 10.2 above, redundancy situations will be handled as follows:
- a) 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 and invite the employees and/or their nominated representatives to discuss it;
 - b) affected employees will be informed of developments and options, including the prospects of continuing ASC employment in another job at the same or lower pay;
 - c) if an affected employee is placed in another ASC job at the same salary or, with their agreement, in a job with lower pay, he/she is no longer redundant;
 - d) an employee who cannot be placed in another job will be formally notified in writing that he/she is redundant, given details of benefits to apply on redundancy and asked to nominate a date on which redundancy will take effect, subject to the following:
 - such date may be the date of the formal notice or any date up to five weeks thereafter
 - in the absence of a nomination, the redundancy will take effect five weeks after the date of the notice
 - an employee who opts to leave within the five week notice period shall receive, in addition to the benefits in (e), redundancy pay for the unexpired portion of the five week notice period;
 - e) an employee who is made redundant shall receive:
 - 4 weeks base redundancy pay; plus
 - 2 weeks 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 4 weeks and a maximum payment of 48 weeks salary.

For the purposes of this clause, eligible service is restricted to service recognised by the ASC for long service leave purposes, provided that:

- 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
- 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);

- f) subject to ASC approval in advance of the final support package, an employee who is made redundant will also be eligible for reimbursement, or payment to service providers, 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;
- g) In addition, an employee who is made redundant within 2 years of commencing employment with the ASC and who upon commencement was provided with relocation assistance is entitled to reimbursement or payment to providers of up to \$2200 for relocation to another city or town of the employee's choice.

Abandonment of Employment

- 10.6 Where an employee is absent from duty without permission for more than 3 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. The abandonment will be effective from the commencement of the absence.

11. TERMS OF EMPLOYMENT (COACHING STAFF)

- 11.1 Coaches may be employed in one of the following categories:

Fixed term:	for a reviewable term of one to four years;
Short term:	less than one year;
Casual:	employed as required on an irregular basis.

Coaches must at all times adhere to the ASC Doping Policy and Code of Conduct as outlined in Clause 33 of this Agreement.

- 11.2 Coaches employed on a fixed term basis are subject to all the conditions set out in this Agreement. It is expected that coaches receive notice from the ASC regarding the options for reappointment, 3 months before the end of their fixed term. Subject to the ASC policies relating to the reappointment of coaches, a fixed term may be extended by agreement between the employer and employee, provided the maximum term of any one appointment does not exceed four years. Where a coach completes a second or subsequent successive term of employment and the ASC does not offer a further term, the ASC will make special payment of 2 weeks pay for each continuous year of service up to a maximum of 20 weeks pay. Where the ASC terminates the employment of a coach before the expiry of an agreed term for reasons other than performance, conduct or discipline, the ASC agrees that the redundancy provisions outlined in Clause 10.5 will apply.
- 11.3 Coaches employed on a short-term basis are paid at the same rate as equivalent fixed term employees. They are not covered by the provisions of clause 10.5 of this Agreement. They are subject to termination of employment on the grounds of work performance or misconduct. Once a short-term employee has been employed continuously for a period of one year, he/she is classified as a fixed term employee for

a further period of up to four years (refer Clause 11.2). Employment will be continuous unless there is a clear break of at least one month between periods of employment.

11.4 Coaches employed on a fixed term or short-term basis may be full time or part time. Part-time employees are entitled to pay rates and conditions on a pro rata basis.

11.5 Coaches employed on a casual basis are paid an all up hourly rate based upon the salary rate agreed upon at the time of engagement, in accordance with this Agreement, on the basis of a 37.5 hour week, increased by 15% for each hour which they work. The 15% loading includes full consideration for all leave and public holidays. This rate may be reviewed during the life of this Agreement subject to movement in the APS standards relating to casual loadings. Coaches employed on a casual basis shall be paid a minimum of two hours pay at the appropriate rate for each time they are employed. Where a casual employee has worked with the ASC on a regular basis for 12 months or more, following the certification of this Agreement, they may apply to have their employment status altered from casual to part time (either fixed or short term).

Abandonment of Employment

11.6 Where an employee is absent from duty without permission for more than 3 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. The abandonment will be effective from the commencement of the absence.

12. NATURE OF WORK

12.1 The parties acknowledge that jobs and skill requirements change and commit themselves to continuous development, with re-skilling and assignment to other work as necessary to meet operational requirements. The ASC Performance Management and Development Scheme, as set out in Clause 32, is the main vehicle for informing employees of performance and skill requirements and for providing them with access to appropriate training and development opportunities.

12.2 The ASC will take all reasonable steps to create positive change in the workplace that will enhance employees' capacity to do the job more effectively. Such change may include job re-design, revision of work time arrangements, work organisation and introduction of specialised equipment as appropriate. Such change will be implemented in consultation with employees and the parties to this Agreement. The parties agree that where significant organisational change is required, resort to redundancy is regarded as the last option after all other possibilities have been explored.

12.3 It is acknowledged that any job will have elements of higher and lower level work. It follows that employees may be required to perform tasks above and below their classification level as a product of flexible job design. Where the amount of higher level work is such as to change the nature of the job itself on a continuing basis, employees may be employed at a higher salary.

12.4 Where an employee is required to undertake distinctly higher level work for temporary periods of at least 2 weeks, the employee will be paid for that higher level work in the

form of a loading approved under Clause 37. Management will consider a one-off payment for each such period of higher level work.

13. CASUAL EMPLOYMENT

- 13.1 Casual employees are to be notified of their employment status upon commencement. They are paid an hourly rate and receive a loading of 15% on that hourly rate. This rate may be reviewed during the life of this Agreement subject to movement in the APS standards relating to casual loadings. The casual loading is paid in lieu of entitlements to leave or public holidays.
- 13.2 Casual employees are engaged for a minimum period of two hours.
- 13.3 Casual employees are also entitled to shift penalties as set out in Clause 20. They will be paid at overtime rates for time they are required to work in excess of 10 hours in any one day.
- 13.4 Casual employees must at all times adhere to the ASC Doping Policy and Code of Conduct as outlined in clause 33 of this Agreement.
- 13.5 It is agreed that the ASC will keep under review the usage of casual employment with a view to making greater use of part-time employment as an alternative to casual employment where it is practicable to do so. Where a casual employee has worked with the ASC on a regular basis for 12 months or more, following the certification of this Agreement, they may apply to have their employment status altered from casual to part time (either fixed or short term).

14. PART-TIME EMPLOYMENT

- 14.1 The parties recognise the potential advantages of job sharing and the opportunity to switch from full-time to part-time work. The parties further recognise that the ASC's operational requirements are the key criterion to be met in any job sharing or part-time work arrangement. That approval may be confined to a specified period. Employees who are in a job sharing arrangement shall be regarded as part-time employees.
- 14.2 Employees apart from casuals may be either full-time or part-time. Part-time employees will receive pay and conditions on a pro rata basis to that of full-time employees.
- 14.3 The number and pattern of working hours for part-time employees shall be agreed between the ASC and the employee upon commencement and may be changed at any time by agreement between the employee and the ASC. Daily working hours may vary at any time by agreement, provided that weekly working hours average out over a four week cycle.
- 14.4 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 procedure in Clause 36 of this Agreement.

14.5 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.

15. HOURS OF WORK — OTHER THAN SHIFT WORKERS (NON COACHING STAFF)

15.1 Employees classified above Sports Officer Grade 3 are expected to work such hours as are reasonably necessary to get the job done, without additional claim for overtime or time off in lieu. The remuneration of such employees includes a component for this factor. Actual hours worked may be flexible according to the demands of the particular job, provided that employees average at least 37.5 hours per week. In exceptional circumstances and with the agreement of their supervisor, employees in this category may record such time and be granted time off. Such time should be acquitted within 6 months. Such factors to be taken into account in granting time off include custom and practice in the work area and the accrued annual leave balance of the employee.

15.2 The remainder of this clause applies to employees classified up to and including Sports Officer Grade 3 (as per Appendix 3).

15.3 Ordinary hours of work are to be an average of 37.5 hours per week, to be worked between 6.00am and 7.00pm Monday to Friday and for no more than 10 hours in any one day. Where agreed between the ASC and an employee, the ASC may substitute hours on a Saturday and/or Sunday and/or public holiday for hours on any other day of the week as part of the ordinary hours without additional claim. Where there is no agreement and the employee is required by the ASC to work on one of those days, overtime will be paid.

15.4 Subject to clause 15.3, the actual starting and finishing times are to be agreed between the supervisor and the employee. The starting and finishing times may be varied by agreement to suit any circumstances arising provided that the operational needs of the ASC are the main consideration. An employee should have at least 8 days off in any 4 week cycle.

15.5 Any hours worked by employees in excess of 37.5 in any week by agreement will be compensated by taking an equivalent amount of time off in lieu at a subsequent time. Agreed time off should be taken within one month.

15.6 An employee who works longer than 5 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.

16. HOURS OF WORK — OTHER THAN SHIFT WORKERS (COACHING STAFF)

16.1 For statutory purposes, the hours of work for coaching staff shall be 37.5 hours per week. However, coaching staff are expected to work such hours as are reasonably necessary to get the job done, without additional claim for overtime or time off in lieu. In exceptional circumstances and with the agreement of their supervisor, coaching staff may record such time and be granted time off. Such time should be acquitted within 6

months. Such factors to be taken into account in granting time off include custom and practice in the work area and the accrued annual leave balance of the employee.

17. OVERTIME — OTHER THAN SHIFT WORKERS (NON COACHING STAFF)

- 17.1 Where an employee is directed to work in excess of 37.5 hours in any week or outside the spread of hours set out in Clause 15.3, he/she is eligible for overtime payments unless overtime payments have been annualised and paid in the form of a loading under Clause 37.
- 17.2 Reasonable notice is required when the ASC directs an employee to work overtime.
- 17.3 Employees classified above Sports Officer Grade 3 or those employees receiving an annual loading in lieu of overtime are not eligible to be paid overtime.
- 17.4 Overtime is paid at 1.6 x the hourly rate for all hours worked.
- 17.5 Where an employee is called in without notice, the minimum payment for each call-out is two hours plus reasonable travelling time at the overtime rate.
- 17.6 Employees required to work overtime on Saturdays, Sundays or public holidays will be entitled to a minimum of three hours overtime payment.
- 17.7 A part-time employee may be required to work additional hours on any day or in any week to meet specific circumstances arising. A part-time employee will only be paid at overtime rates for any hours they are required to work in excess of 37.5 per week or outside the spread of hours in Clause 15.3.
- 17.8 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 contained within this Agreement.

18. OVERTIME — OTHER THAN SHIFT WORKERS (COACHING STAFF)

- 18.1 In accordance with clause 16.1 of this Agreement, coaching staff are not entitled to overtime payment in any circumstances.

19. PAYMENT FOR MEALS

- 19.1 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.

20. SHIFT WORK (NON COACHING STAFF)

- 20.1 Employees who are:
- regularly required to start ordinary hours of work before 6.00am or to cease ordinary hours of work after 7.00pm; and/or
 - required to regularly work Saturdays, Sundays and Public Holidays on a 7 day shift roster:
- are shift workers and will be paid shift penalties for the entire shift as follows, unless shift penalties have been annualised and paid in the form of a loading under Clause 37:

Monday to Friday:	15% loading for any shift which starts or finishes outside the hours prescribed in this Sub-clause;
Saturday:	60% loading for any shift;
Sunday:	60% loading for any shift;
Public Holiday:	60% loading for any shift.

- 20.2 A shift worker shall be paid an annual bonus of \$450 in December each year, or a pro rata amount if they have been a shift worker for only part of that year. The amount will be adjusted during the term of this Agreement by the percentage increases set out in Clause 38. The bonus compensates for the fact that shift penalties are not payable during annual leave. It does not apply to those employees whose shift penalties have been annualised.
- 20.3 Employees are personally responsible for ensuring that they accurately record any variation to their shift on a variation form.
- 20.4 Ordinary hours for shift workers shall be 300 rostered over an 8 week cycle. Shifts may vary from 4 hours to 10 hours. Where working operations allow, any shift longer than 5 hours shall incorporate an unpaid meal break of at least 30 minutes.
- 20.5 Any hours worked in addition to the rostered hours are overtime and are paid for at 1.6 x the hourly rate.

21. LEAVE ARRANGEMENTS

- 21.1 Apart from personal leave and emergency situations, all leave must be approved before it is taken. All applications for the taking of leave other than leave under flexible working arrangements must be made in the approved form with, if relevant, appropriate supporting documentation.
- 21.2 The minimum amount of leave that can be taken is one day, except in the case of shiftworkers who work a 10 hour day, or in other exceptional circumstances agreed between management and the employee. Only in these instances will a half day minimum leave amount continue to apply. It is expected that absences of less than the minimum amount of leave as outlined in this clause will be accommodated by supervisors and employees within the flexible working arrangements provided for in this Agreement.
- 21.3 Any period which does not count as service will cause leave credits to be reduced accordingly at the next accrual date.

22. ANNUAL LEAVE

- 22.1 A full-time employee is entitled to 4 weeks leave per year accruing on the anniversary of commencement with the ASC for the preceding 12 months service. Credits for existing employees will be calculated to the first anniversary of commencement occurring after this Agreement comes into effect. The ASC strongly supports the view that staff should take a period of annual leave in each calendar year. It is acknowledged that there may be work-related circumstances that make the scheduling of leave difficult in some programs, but it is sound and responsible work practice to enable leave to be taken.

- 22.2 Leave may accumulate up to three years ordinary credit. There is no entitlement to leave in excess of three years ordinary credit. The extent of this accumulation will be monitored during the life of this agreement and management reserves the right to review the operation of this clause should circumstances be deemed necessary.
- 22.3 Employees are encouraged to take annual leave within six months of it falling due. Supervisors are required to take account of this in planning work programs and subject to the provisions of this clause, may direct an employee to take leave, provided that at least one month's notice is given.
- 22.4 Part-time employees are entitled to annual leave at the same rate as full-time employees. A part-time employee shall be paid on a pro rata basis for a period of annual leave. The pro rata payment shall be calculated on the basis of the average hours worked by the part-time employee per week over the preceding 12 months.
- 22.5 Employees (other than coaches) working 7 day rotating rosters will be entitled to an additional 1 week of leave per year, provided that at least 10 Sundays are worked. Coaches receive a total of 5 weeks leave per year in recognition that they are required to work regularly on weekends and public holidays.
- 22.6 Employees are entitled to an extra day's annual leave for each public holiday which occurs during a period of annual leave on a day when they would normally be required to work.
- 22.7 By agreement, annual leave may be taken in advance and, upon anniversary, an employee's entitlement is reduced by the amount of any leave so advanced.
- 22.8 Upon termination of employment an employee will be paid out all unused annual leave and pro rata credits.
- 22.9 No separate payment for annual leave loading is payable under this Agreement as such payments were rolled into salary upon certification of the ASC Enterprise Agreement 1998. This Agreement continues that practice.
- 22.10 Subject to operational requirements and the principle that the ASC not incur any additional cost, the ASC may agree to allow an employee to 'buy' additional annual leave in a block of one or two weeks in any one year. The additional leave will be paid for by the employee's salary package being reduced by that proportion of its original amount. Such an agreement shall be in writing. It shall be made before commencement of an annual leave accrual year and shall apply for that year only. It cannot be revoked. Additional annual leave purchased under this Sub-clause is subject to the accrual limits set out in this Clause.
- 22.11 Employees may also elect, on an ad hoc basis, to access annual leave on half pay, subject to such periods of leave being taken in weekly blocks.
- 22.12 Employees shall also have the option of 'cashing-out' one week's annual leave once in each calendar year, provided that a minimum of three weeks annual leave has already been taken or committed to be taken in that calendar year.

23. PERSONAL LEAVE

- 23.1 All employees other than casuals will be entitled to personal leave in accordance with this clause. Personal leave replaces former sick leave and carer's leave entitlements.

Notification

- 23.2 An employee who is absent on any given day due to personal illness must advise the ASC before 10.00am on that day that they will be absent from work, unless the employee's circumstances are such that it is not reasonable for them to do so by that time, in which case they must notify the ASC as soon as they are able. Immediately upon returning from personal leave, an employee shall ensure that their absence is approved and notified so as to ensure correct adjustment of leave records. If the employee is absent for more than one week, the supervisor shall ensure that formal leave records are noted. The employee will apply for approval and confirm details upon their return to work.

Credits

- 23.3 A new employee who commences with the ASC after this Agreement comes into effect shall receive 3 weeks credit on commencement and a further 3 weeks on each anniversary of commencement. No prior service with other organisations will be recognised for the purpose of sick/personal leave credits.
- 23.4 An existing employee will receive 3 weeks credit on each anniversary of commencement.
- 23.5 Credits may be accumulated up to a maximum of 52 weeks.
- 23.6 Employees may use up to 5 days per service year on account of personal illness without providing a medical certificate for these absences, provided that no single period of uncertificated leave exceeds 2 days. Once this limit is reached, further absences without a certificate will be deemed to be leave without pay. Managers may exercise discretion in requesting medical certificates based upon their judgement of the individual employee's circumstances.

Family Leave

- 23.7 Employees may take up to 7 days of their personal leave per service year for the purpose of caring for family members, provided that, if there is a continuous absence in excess of two days, medical evidence must be produced. 'Family member' is defined as a member of the employee's immediate family or household.

Payment on Separation

- 23.8 Personal leave will not be paid out upon separation from the ASC.

Medical Certificates

- 23.9 An acceptable medical certificate for personal leave purposes includes certificates supplied by certified medical practitioners and any other licensed health service practitioner. Any dispute over the refusal to accept a certificate will be handled as outlined in Clause 36 of this Agreement.

Return to Work Program

- 23.10 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 leave for more than two weeks, the ASC will assess the need for and, where appropriate, initiate a Return to Work program to assist the employee's speedy recovery and 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.
- 23.11 Where appropriate, and without prejudice to rights of the employee and subject to medical advice, an approved rehabilitation service provider will be involved in the Return to Work program at ASC expense. Employees are required to cooperate with all reasonable attempts by the ASC to establish a Return to Work program, otherwise entitlement to personal leave ceases and the employee will not be paid for any continued absence from work.

Long-Term Absence on Personal Leave

- 23.12 Any absence due to illness after exhaustion of personal leave credits is without pay. Without prejudice to the rights of the employee and subject to medical advice, and subject to the provisions of the Workplace Relations Act 1996, the ASC may terminate employment at that time if the employee is unable to return to normal work within a reasonable time.

24. SPECIAL LEAVE

- 24.1 Employees other than casuals may be granted leave with pay for such things as bereavement and emergency situations, in circumstances where it is not appropriate that annual leave or other forms of leave be used. This leave is known as special leave.
- 24.2 Upon application by the employee, the ASC may approve up to 5 days leave at full pay. No leave will be granted if it is more appropriate that annual leave or other forms of leave be used. The amount of leave granted in each case will be determined by management according to the circumstances involved. Applications will be treated on their merits.
- 24.3 In appropriate circumstances, the ASC may determine that leave should be granted but is to be leave without pay.

25. COMPETITION LEAVE

- 25.1 Leave of absence under this clause may only be granted for the period an employee is required to attend the approved event, plus reasonable travelling time.
- 25.2 The Executive Director may grant leave with pay:

- (i) not exceeding four weeks in a year to an employee who is a competitor or coach of a national sporting team; and
 - (ii) not exceeding four weeks in two years to an employee who is an accredited official of a national sporting team;
- to attend an approved sporting event relevant to the ASC.

25.3 For the purpose of sub-clause 25.2, each of the following is an approved event:

- the Olympic Games;
- the Commonwealth Games;
- the Paralympics;
- World Championships; and
- a major international event of equal importance.

25.4 Leave of absence granted under these provisions shall count as service for all purposes.

25.5 Where in the view of the Executive Director it is in the interests of the ASC for an employee to accompany a national team, the Executive Director may grant additional paid leave for that purpose. This provision does not apply to AIS athletes, coaches or personnel accompanying national teams on ASC business.

25.6 Where an employee is paid or receives an allowance from any other organisation in respect of attendance at an event outlined in sub-clause 25.3, except in payment of travel, accommodation and meal expenses, the pay or allowance should be remitted to the ASC.

26. JURY DUTY/CROWN LEAVE

26.1 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 by any other party, will be entitled to leave with pay for the duration of the attendance.

26.2 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.

27. MATERNITY LEAVE

27.1 Maternity leave will apply in accordance with 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 each grant of paid maternity leave.

27.2 In order to provide for more flexible administration of maternity leave, and subject to operational requirements, an employee may elect to either:

- take their entitlement for their 12 week mandatory period of absence at full pay, or
- 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.

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

28. PARENTAL LEAVE

28.1 Employees will be granted parental leave, excluding maternity leave in accordance with the Workplace Relations Act 1996 ie mother and/or father of the child may be granted leave without pay for up to 12 months from the date of birth of the child. The combined absence of both parents on maternity and parental leave must not exceed 12 months during that period and must not overlap except for a two week period at the time of birth or adoption.

29. LEAVE WITHOUT PAY

29.1 Each application will be treated on its merits and will stand alone. The decision to grant leave will be based on management consideration of all relevant matters including:

- the benefit which the ASC may derive from the leave;
- operational requirements;
- the reasons given by the employee for seeking the leave;
- the employee's length of service with the ASC (indicatively, more than 2 years); and
- the duration of the leave sought.

29.2 Only full-time and part-time employees may apply for leave without pay. The ASC may require an employee to take annual leave and/or long service leave before commencing leave without pay in any case where it is reasonable to do so.

29.3 Upon application by the employee, the ASC may approve leave without pay up to 12 months. Leave without pay for the purposes of defence force leave will count as service. Leave without pay for any other purpose will not count as service provided that the primary criterion will be the assessed benefit to the ASC rather than the convenience of the individual.

29.4 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 clause 29.1 of this Agreement.

29.5 An employee who does not obtain approval to an extension and does not return to work on the due date will be absent without permission and subject to the Abandonment of Employment provisions in Clause 10 of this Agreement.

30. TRAVEL

30.1 Employees may be required to travel on ASC business. In accordance with ASC travel policy and guidelines, the ASC will operate on the basis that an employee will not be out of pocket for any expenses reasonably incurred on ASC business. Any disagreements will be settled under the review or dispute resolution clauses of this Agreement.

31. PUBLIC HOLIDAYS

31.1 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 10 days of Christmas, to be a weekday nominated by the ASC.

31.2 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.

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

- those days are declared and gazetted under State or Territory law; and
- they are observed by the whole of the community in that State or Territory;

provided that the number of public holidays that can be observed by employees in any locality cannot exceed 13 days in any calendar year.

31.4 Where an employee normally works on a day which is a public holiday he or she will be paid for the regular number of hours that would have been worked on that day. Where a public holiday is not normally worked there is no entitlement to be paid for that day. Seven day rotating shift workers who are rostered off on a public holiday are entitled to a day off in lieu to be taken within one month of a public holiday or an additional day's pay in lieu.

32. PERFORMANCE MANAGEMENT AND DEVELOPMENT

32.1 The parties are committed to the continued operation of the Performance Management and Development system for all levels in the ASC.

32.2 The parties agree that the system provides valuable opportunities for employees to gain constructive work-related feedback, to resolve work-related issues in conjunction with their supervisor, and to improve performance in line with the ASC objectives. The system also incorporates the identification and fulfilment of training and development needs as agreed between supervisors and employees.

32.3 Performance Management and Development will continue to be approached in a positive and cooperative manner, with an emphasis on two-way consultation between employees and their supervisors. It focuses on normal and ongoing workplace communication as well as incorporating a formal review process.

32.4 The aims and key elements of the system are at Appendix 1 to this agreement.

32.5 Where work-related performance issues are not successfully resolved, the matter will be handled in accordance with the guidelines for Handling Unsatisfactory Performance at Appendix 2.

33. DISCIPLINE CODE

- 33.1 Without limiting the definition of misconduct, a breach of the ASC Doping Policy or the ASC Code of Conduct or a serious breach of these terms and conditions will be considered as misconduct which may result in dismissal.
- 33.2 A breach of the ASC Doping Policy will normally result in dismissal.
- 33.3 If an employee is charged with a criminal offence in circumstances which might reasonably be held to be relevant to his/her employment, he/she will immediately inform the Executive Director, who will determine whether the circumstances constitute misconduct.
- 33.4 If an employee is believed to have committed misconduct, or been charged with a criminal offence, sufficiently serious to warrant such action, the Executive Director may suspend the employee from duty with pay for such period as is reasonably necessary to finalise the matter.

34. USE OF ASC INFORMATION — INTELLECTUAL PROPERTY

- 34.1 The parties acknowledge that ASC information is the intellectual property of the ASC and must not be used by employees for personal commercial gain during or after their employment with the ASC. Information may only be accessed and used for the benefit of the ASC in accordance with clause 6 of the ASC Code of Conduct relating to 'Use

35. APPEALS AGAINST TERMINATION OF EMPLOYMENT

- 35.1 All employees covered by this Agreement have the right to bring action in accordance with Division 3 of Part VIA of the Workplace Relations Act 1996 in respect of termination of employment under this Agreement. This will be the sole right of review in respect of such actions.

36. REVIEW OF ACTIONS — EMPLOYMENT-RELATED MATTERS

- 36.1 The aim of the parties to this Agreement is to resolve disagreements by talking them through and reaching agreed settlements in the workplace. Where an employee believes that their terms and conditions of employment have been breached, and the normal processes of consultation and communication do not resolve the issue, the employee may ask the Executive Director in writing to review the matter.
- 36.2 When such a request is made, the Executive Director will review the matter or appoint a person to do so. The review will include an interview with the employee, who is required to be available within a reasonable time for that purpose. A decision on the matter will be communicated to the employee by the Executive Director as soon as possible but no more than one month from the date of the request being made.
- 36.3 If the employee is not satisfied with the Executive Director's response, he/she may request in writing that the matter be considered further by an independent person agreed to by the parties. Where there is no agreement, the ASC will ask the Deputy Industrial Registrar to nominate an independent person to review the matter. The decision of that person will be final and binding on the parties.

36.4 The cost of engaging an independent person shall be borne by the ASC.

37. CLASSIFICATION AND PAY STRUCTURE

37.1 Employees of the ASC covered by this Agreement will be engaged in the classification of Sports Officer Grades 1–4 as set out in Appendix 3 to this Agreement.

37.2 There are no salary increments in the classification and pay structure. Employees will have an annual performance review before 1 July each year, at which time salary increases outside those agreed under Clause 38 may be discussed. This process is subject to the provisions that:

- no employee shall have their salary reduced except by agreement through salary packaging or transfer to a lower paid job;
- the salary review process will tie into the annual budget process and salary increases granted will apply from 1 July each year; and
- exceptional cases which warrant an increase during the financial year will be handled as part of the mid-year budget review process, with any approved salary increases applying from 1 January in the following year.

37.3 In determining what, if any, increase is to be granted at the annual salary review, the ASC will take into account:

- the assessed work value of the job;
- the value of the employee's contribution to the work program;
- specific market factors applying to that particular field of work; and
- the approved salary budget.

37.4 Notwithstanding the maximum salaries applying to Sports Officer Grades 1–3, an employee may be paid salary up to 10% above the maximum for the grade. This will occur on an exception basis only, with the reasons being retention of existing salary, specific market factors or outstanding contribution. Such salary movements will occur in accordance with the salary review process set out in this clause. The employee will remain classified at the same Sports Officer grade.

37.5 The Cullen Egan Dell (CED) job evaluation system which draws on employment market data will be used to help determine salary ranges for promotions, job vacancies, changed job requirements, and the commencing salary of new employees.

37.6 From time to time an existing job may be reclassified to a higher Sports Officer grade. This reclassification triggers a requirement to advertise the job internally or externally.

Salary Loading

37.7 As part of the salary review process, the ASC may approve payment of a loading in addition to salary to reflect particular requirements applicable to the job including extra complexity and higher level work significantly above what is normally expected of an employee at that level. The loading will also include any payments for acting in higher level jobs for at least two weeks at a time in the previous year, unless such payments were already taken into account in a loading for that year or were otherwise made in accordance with Clause 12.3. The loading relates only to the particular year of review and there can be no expectation of it continuing at the same level, or at all, in the following year. It does not count for superannuation purposes.

- 37.8 Where the ASC and the employee agree, overtime, shift penalties and any other like job requirements applying to that particular employee shall be compensated by way of the annual loading, in which case an employee has no other entitlements in relation to these matters.
- 37.9 The loading does not apply to all employees, but only to those whose particular job requirements are not otherwise compensated through salary. The amount and/or continuation of the loading will be reviewed half-yearly by the relevant manager. It may change at any time if there is a substantial change in the circumstances which gave rise to it being approved.

Vehicles

- 37.10 An employee who is an AIS Head Coach 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.
- 37.11 The Executive Director may offer executive staff/senior manager (or equivalent) either:
- a fully maintained, private plated vehicle for program and private use, with costs including Fringe Benefits Tax being met by the ASC; or
 - a salary increase of the amount equivalent to the cost of providing a vehicle, taking into consideration the cost of superannuation.

First Aid Allowance

- 37.12 Where an employee possesses the required qualifications, the Executive Director may appoint the employee as a First Aid Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid a First Aid Allowance of \$10.00 per week.

Fire and Emergency Services Allowance

- 37.13 Where an employee has undertaken relevant training, the Executive Director 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 of \$7.00 per week.

Worksafe Allowance

- 37.14 Where an employee has undertaken relevant training, the Executive Director 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 of \$7.00 per week.

Workplace Harassment Contact Allowance

- 37.15 Where an employee has undertaken relevant training, the Executive Director 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 of \$7.00 per week.

38. RATES OF PAY

- 38.1 Upon certification of this Agreement, all rates of pay shall be increased by 2.5%, effective from the first pay-day in May 2001.
- 38.2 Rates of pay will be further increased as follows during the term of this Agreement:
- | | |
|------|---|
| 2.0% | Payable on the first pay-day in July 2001 |
| 4% | Payable on the first pay-day in July 2002 |
| 3.5% | Payable on the first pay-day in July 2003 |
- 38.3 Appendix 3 sets out the rates of pay that will apply for the duration of this Agreement. All salary rates have been rounded upwards to the nearest \$100.00.

39. SUPERANNUATION

- 39.1 Existing employees who are members of the CSS or PSS superannuation schemes are required to continue in those schemes until such time as relevant legislation allows such members to choose other options. At that time, the options to be offered employees by the ASC will be consistent with Government guidelines and the superannuation choices in place for other ASC employees. The same applies to new employees who, through prior employment with other Commonwealth agencies, are CSS or PSS members at the time they commence with the ASC.
- 39.2 For employees who commenced on or after 1 July 1998 who do not have access to the CSS or PSS, the ASC will pay into an approved superannuation fund an amount sufficient to ensure that the ASC meets its obligations under the Superannuation Guarantee Administration Act. A higher level of employer superannuation contribution may be negotiated in individual cases within an overall remuneration package.
- 39.3 Where applicable, the ASC will continue to offer a choice of approved superannuation funds in accordance with the 'choice of fund' legislation. Superannuation will be paid into the approved fund nominated by the employee or, in the absence of an employee nomination, into the default fund chosen by the ASC. Alternatively, if an employee requests an approved fund outside the choice offered by the ASC, the ASC may agree to pay superannuation into that fund.

40. SALARY PACKAGING

- 40.1 Provided that the ASC agrees and that the total employment cost of an individual to the ASC does not increase, employees covered by this Agreement may elect to take part of their salary in the form of other benefits. Any charge such as fringe benefits tax or any other expense such as administrative or transaction costs will be taken into account by the ASC when determining the value of the package.
- 40.2 The other benefits, which may be taken as part of a salary package, include a motor vehicle, on site child care expenses and employer superannuation contributions. Other items will be considered and may be agreed on an individual basis, provided transaction and administrative costs are included.

- 40.3 For Commonwealth superannuation purposes the employee's salary will notionally stay at the rate set out in this Agreement. For those employees who are not CSS or PSS members, salary for superannuation purposes is reduced by any salary packaging arrangements, but the employer superannuation contribution is negotiable above the amount sufficient to ensure that the ASC meets its obligations under the Superannuation Guarantee Administration Act.
- 40.4 The components of the salary package must be agreed between the employee and the ASC and once agreed cannot be altered for the agreed period of the package unless its continued operation of the salary package is unfair or changes in legislation or superannuation fund rules require the components of the package to be amended.
- 40.5 The salary package must be structured so that the ASC meets any obligations imposed upon it by legislation or other instruments.
- 40.6 Any allowance regularly received by an employee can be included by agreement as part of the total employment cost for packaging purposes.
- 40.7 Where the non salary component of remuneration package includes the lease of a vehicle, upon termination of employment with the ASC for any reason the employee shall elect whether or not to retain the vehicle. The employee is responsible for the cost of terminating the lease arising upon the exercise of either option, except upon redundancy.
- 40.8 Remuneration packages shall be reconciled from time to time, and at least annually, to reflect the actual cost of the package components. Any variation between the remuneration package and actual payments made will be addressed by adjustments to the remuneration package.
- 40.9 Remuneration packages shall be reconciled upon termination of employment to reflect the actual costs of the package components and any variation between the remuneration package and actual payments made will be addressed at the time of termination or at such other time as is agreed.

41. FACILITIES

- 41.1 The existing policy for employee usage of the following facilities will remain in place for the duration of this Agreement (subject to operational requirements):
- swimming pools, public hours only
 - STF weight training room
 - employee car parks
 - tennis courts, when available
 - athletics track.
- 41.2 Employees are responsible for the compliance with Worksafe requirements associated with the usage of all facilities.

42. CHILD CARE

- 42.1 It is acknowledged by the parties that the provision of an on-site child care facility enhances the working environment of the ASC. Employer-provided child care gives employees a choice that may assist them to manage and balance their work and

family commitments. In order to best meet the stated needs of ASC employees, the centre that provides long day care for 0–5 year old children will continue to be maintained on the AIS site in Canberra, provided users continue to meet all operating costs.

43. DISPUTE SETTLEMENT PROCEDURE — OTHER MATTERS

43.1 If there is a dispute over the operation of this Agreement, the following procedure must be followed:

- Step 1: The dispute shall be discussed between the employee and his/her supervisor/manager.
- Step 2: If unresolved the matter shall be discussed between the employee, their nominated representative, and the relevant supervisor/manager.
- Step 3: If still unresolved, the matter shall be discussed further between the employee, their nominated representative and an ASC nominee.
- Step 4: If the matter remains unresolved, the parties agree it may be referred to the AIRC for determination.

44. OCCUPATIONAL HEALTH AND SAFETY (WORKSAFE)

44.1 The ASC acknowledges the importance of the quality of employees' working life to the overall effectiveness of the organisation. It is committed to providing a quality working environment for all employees by promoting communication between all employees, maintaining a fair and equitable performance management system and by raising OH&S awareness, skills and standards throughout the organisation. In this respect, the parties acknowledge and support the continued operation of the 'Worksafe' OH&S program that has been adopted by the ASC.

44.2 All ASC employees accept that they are obliged to uphold a duty of care toward themselves, other employees and athletes, and any visitors to ASC premises.

44.3 A formal Worksafe strategy has been established and includes:

- roles and responsibilities of all parties to this agreement,
- measures to prevent personal injury and illness,
- training in Worksafe for all staff, particularly managers and supervisors,
- ongoing health and safety evaluations of work areas,
- promotion of ownership and responsibility for Worksafe matters at the individual and program level,
- maintenance of the Worksafe committee, and
- continued monitoring of the Worksafe agreement with the parties.

45. EMPLOYEE ASSISTANCE PROGRAM

45.1 The ASC will continue to provide an employee assistance program, providing confidential counselling to employees and their families about work-related or personal problems at no cost to the individual.

46. CONSULTATION

- 46.1 The ASC will maintain a Consultative Group that will mirror the former Enterprise Development Council (EDC) as its primary consultation mechanism. Its functions will be to:
- facilitate communication and consultation across the levels and functions of the ASC and with the Media, Entertainment and Arts Alliance;
 - assist in the resolution of issues affecting employees;
 - encourage greater involvement by all employees in the development and implementation of workplace continuous improvement initiatives; and
 - monitor the operation of this agreement and the ASC working environment.
- 46.2 The Consultative Group will meet on a monthly basis. Its membership will comprise representatives of ASC work areas, a nominee from MEAA and a secretariat. An elected sub-group, including a representative from MEAA, will meet monthly with senior management to discuss relevant issues and will work cooperatively towards their resolution. Working parties will be established as required to address issues identified through the consultative process.
- 46.3 More generally, the ASC makes a commitment to consult on key enterprise development and employment issues and to regularly examine communication practices to ensure ongoing effectiveness.

47. VALUING DIVERSITY

- 47.1 The parties to this Agreement are committed to creating a culture of equity in the ASC working environment.
- 47.2 The ASC is moving beyond the concept of Equal Employment Opportunity through its commitment to the principles of Valuing Diversity. The ASC values the well-being and diversity of its staff. The parties are committed to having a workplace where differences in background and perspectives of our employees are actively sought out and encouraged.
- 47.3 Although the ultimate aim of creating an equity culture is that employees' diverse contributions are encouraged on a 'business as usual' basis, the parties acknowledge that intervention in some areas will assist in the process of normalising the practice of valuing diversity. Through the ASC's Valuing Diversity Plan, special measures will be implemented during the life of this Agreement in the following areas:
- work and family responsibilities
 - harassment prevention
 - people with disabilities
 - cross cultural awareness.

PARTIES TO THE AGREEMENT

By signing below the parties signify their agreement to the terms of the Australian Sports Commission (Committed to Excellence) Certified Agreement 2001-2004.

Date

2001

M Peters, for and on behalf of the Australian Sports Commission

Date

2001

R Hampstead, for and on behalf of the Media Entertainment and Arts Alliance

PERFORMANCE MANAGEMENT AND DEVELOPMENT

The fundamental aims of the Performance Management and Development system are:

- to ensure that all work effort is aligned with the ASC's strategic direction,
- to achieve the most effective and efficient outcomes for the ASC and the individual, taking account of the ASC's responsibility to provide a safe and healthy working environment
- to focus on normal and ongoing workplace communication as the main mechanism for
 - resolving work-related issues
 - providing informal feedback
 - communicating and incorporating changes into work plans, and
 - acknowledging achievements
- to provide a formal review process which involves a minimum of two one-hour performance discussions for each employee with their direct supervisor each year.

The key elements of the system are:

- clear expression of work expectations
- goal-setting and planning within key areas of employee responsibility and in line with ASC objectives
- identification of what constitutes successful performance
- opportunities for ASC staff to gain constructive feedback on, and appropriate recognition for, work performance
- opportunities to identify and resolve organisational factors (eg system, policy or work environment) which are preventing the individual from reaching expected or agreed levels of performance
- opportunities for staff to provide upward feedback to their supervisors and receive feedback regarding client perceptions
- identification of training and development needs of employees; provision for these to be addressed through on- and off-the-job training, and consideration of longer-term career development
- the development of action plans to resolve specific individual or work environment issues, implement recommendations for change or undertake developmental activities
- commitment by all parties to adopt a 'no surprises' approach to identifying and addressing performance and other work-related issues as they arise.

The system will not be used:

- for recruitment and selection purposes unless the employee chooses to present the information;
- in conjunction with rating scales which directly link performance information to salary advancement.

HANDLING UNSATISFACTORY PERFORMANCE

The Performance Management and Development system places emphasis on positive two-way communication between an employee and supervisor. Normal discussion will identify and address specific issues related to work performance, including any organisational factors which are inhibiting performance and any assistance the ASC can reasonably offer to help resolve problems.

When the normal discussion has not resolved identified problems with work performance, the following guidelines for handling unsatisfactory performance will apply.

- Step 1: Formal counselling between an employee and his/her supervisor when an issue already identified has not been resolved within the agreed plan and is of a nature which warrants formal counselling. The employee will be given a period of time which is sufficient for the employee to overcome any problems identified. A record of the discussion and of plans for rectification of any performance problems will be kept. Written records must be acknowledged in writing by both the employee and counsellor. The employee and/or supervisor may elect to have a union representative or other person present at the formal counselling session.
- Step 2: Final Warning. Where the issue has not been resolved at the previous stage in accordance with the plans previously established, a final warning may be issued which:
- details the problem(s) which have not been rectified in accordance with the previous counselling
 - specifies a reasonable time frame for the employee to reach and sustain the required standard of work performance
 - sets out the likely action which will occur if the employee does not reach and sustain the required standard of work performance; this may be termination of employment without notice.
- Step 3 : Action. The final step is taken after the ASC has exhausted the process of counselling and performance management. The action taken, in normal circumstances, will be that identified as part of the final warning and counselling.

Note: These steps are guidelines only and account must be taken of the particular circumstances of each case. Departure from these guidelines does not of itself render any termination unfair.

RATES OF PAY

Sports Officer	Rate at 1/7/00	On Certification (to be paid on 1 st pay-day, May 2001)	Rate at 1/7/01 (to be paid on 1 st pay-day, July 2001)	Rate at 1/7/02 (to be paid on 1 st pay-day, July 2002)	Rate at 1/7/03 (to be paid on 1 st pay-day, July 2003)
		2.5%	2.0%	4.0%	3.5%
Grade 1*					
Minimum	\$21,987	\$22,600	\$23,000	\$24,000	\$24,800
Maximum	\$33,436	\$34,300	\$35,000	\$36,400	\$37,700
Grade 2					
Minimum	\$33,570	\$34,500	\$35,100	\$36,600	\$37,800
Maximum	\$41,302	\$42,400	\$43,200	\$45,000	\$46,500
Grade 3					
Minimum	\$41,793	\$42,900	\$43,700	\$45,500	\$47,100
Maximum	\$51,136	\$52,500	\$53,500	\$55,700	\$57,600
Grade 4					
Minimum	\$51,747	\$53,100	\$54,200	\$56,300	\$58,300
Maximum	None prescribed	None prescribed	None prescribed	None prescribed	None prescribed

*Junior rates based on *minimum* salary for Sports Officer Grade 1:

18 years and under (80%)

19 and 20 years (90%)

*Apprentice rates based on *maximum* salary for Sports Officer Grade 1:

1st year (40%) **2nd year** (55%)

3rd year (70%) **4th year** (85%)

Notes:

1. All salary rates have been rounded upwards to nearest hundred dollars.
2. An employee classified as Sports Officer Grade 1, 2 or 3 may be paid up to 10% above the maximum for the grade in accordance with Sub-clause 37.4 of the Agreement.
3. These salary rates include leave loading and accommodate former Coach Allowance, Senior Officer Allowance and Executive Allowance, which are no longer paid. Those allowances included components for airline lounge membership and official telephones, which are now included in salary. The Coach Allowance and Executive Allowance also included a component for spouse travel - this also is now accommodated within the salary.

