



**Australian Government**  
**Australian Sports Commission**

***Australian Sports Commission***  
***(Committed to Excellence)***  
***Certified Agreement 2004–2007***

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# Part 1

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This Agreement shall be known as the **Australian Sports Commission (Committed to Excellence) Certified Agreement 2004–2007**.

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### **3 Purpose and performance focus of this Agreement**

The parties to this Agreement commit to the following measures as a foundation for further improving organisational performance and productivity and as a core element of the Agreement.

#### **3.1 Work environment** — A working environment that:

- a recognises that employees are integral to our organisation's effectiveness
- b is flexible, efficient and productive
- c enables the ASC and our employees to continually improve effectiveness at all levels
- d is aligned with the ASC's objectives and priorities, and
- e encourages employees to develop their job skills and contribute to corporate goals while widening their career options.

#### **3.2 Continuous improvement** — Continuous improvement in the design and delivery of work programs. It is agreed that every program will work towards:

- a a continuation of effective management and containment of the ASC's aggregate running costs/expenditure, and
- b increasing revenue where appropriate.

#### **3.3 Organisational effectiveness** — Ensuring that ASC operational practices contribute to organisational effectiveness through incorporating the following:

- a open communication and consultation in decision-making processes
- b continued devolvement of responsibility and accountability within defined operational frameworks
- c implementation of team-based arrangements as appropriate
- d development of flexible work practices that assist employees to balance their work and other responsibilities
- e development of approaches to workforce planning that enable the progressive building of organisational capability, enhancing linkages between business planning and the Performance Planning and Review system, and implementing other initiatives covered by the Agreement, including occupational health and safety and workforce diversity, and
- f support for the Staff Consultative Group as established in this Agreement and the use of working parties, as appropriate, to contribute to the development and implementation of organisational initiatives and improvements.

**3.4 Workforce planning and building organisational capability: emerging and future workforce requirements** — Workforce planning and processes of building organisational capability based on the ASC's culture and values, its business processes and management systems, work organisation and the capability of individual employees that will:

- a support the achievement of business outputs and outcomes now and in the future



- b facilitate rapid and strategic responses to change
- c encourage an understanding of the ASC's workforce profile
- d assist in the identification and management of people with the knowledge critical for effective and efficient business operations, and
- e provide mechanisms for linking expenditure on people to business outputs and outcomes.

3.5 **Workforce planning** — Engaging in workforce planning, recognising its importance as:

- a a continuous process for shaping the workforce to ensure it is capable of delivering organisational objectives both now and in the future
- b an integral part of strategic planning processes that establish direct links between business outputs and outcomes, the people required to achieve them and their work performance, and
- c the basis for building organisational capability by capitalising on the diversity of employee skills, succession planning and adapting work practices to respond to changing demands.

3.6 **Building organisational capability** — The links between individual and team performance planning and review will be strengthened by measures that include:

- a **Individual skill and capability profiling** — The development of processes, methodologies and tools for assessing whether the current workforce has the desired skills and capabilities to build organisational

capabilities to meet business objectives at the expected performance levels in the medium to long term.

- b **Performance management** — Improving the way performance is managed by building a better framework for integrating organisational, business and individual planning and performance.

Ensuring effective performance management is based on clarifying performance objectives, linking these with business plans and periodic performance assessment of individuals or teams against the performance of these objectives.

- c **Learning and development** — The production of learning and development plans linked to current and future workforce needs, with increased emphasis on development opportunities.

3.7 **Other specific initiatives** — The following specific initiatives will be implemented:

- a **Risk management** — As part of overall risk management within the ASC, all program business plans are to be improved by including the identification of program-level risks to business units and the identification of risk-mitigation strategies.
- b **Occupational health and safety risk assessment/hazard identification** — The participation by approximately 25 per cent of the ASC workforce in 2004 in specific training initiatives on occupational health and safety

in general and workplace hazard identification focusing on occupational health and safety risk assessment and mitigation strategies.

- c **Code of Conduct** — All employees must have participated in the initial training program on the new Code of Conduct by mid-2005 and their continued participation in annual refresher training is demonstrated.

### 3.8 **Linking organisational performance and improvements in pay and**

**conditions** — Improvements in pay and conditions under this Agreement are linked in the following ways:

- a The second pay increase under this Agreement must be preceded by a consolidated report to the ASC Executive on the progress made in relation to commitments to workforce planning and building organisational capability.
- b The third pay increase must be preceded by a consolidated report to the ASC Executive on further progress and outcomes of, and future directions for, workforce planning and building organisational capability in the ASC.
- c Reports to the ASC Executive under (a) and (b) above must include inputs from the Staff Consultative Group and the Program Managers' Forum and will be prepared by Human Resources.

## **Work organisation and employment types**

### **4 Nature of work**

- 4.1 The parties acknowledge that jobs and skill requirements change and commit themselves to continuous development, including the development of organisational capability through workforce planning initiatives of the ASC, with re-skilling and assignment to other work as necessary to meet current and emerging operational requirements. Such change may include job re-design, revision of work time arrangements, work organisation and the introduction of specialised equipment as appropriate.
- 4.2 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 and enable them to undertake changes in their job roles. Such change will be implemented in consultation with affected employees. The ASC Performance Planning and Review system is the main vehicle for informing employees of job, performance and skill requirements and for providing them with access to appropriate training and development opportunities.
- 4.3 Where significant organisational change is required, resort to redundancy is regarded as the last option after all other possibilities have been explored.
- 4.4 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 under the salary review provisions of this Agreement.

4.5 Where an employee is required to undertake distinctly higher-level work for temporary periods of at least two weeks, the employee will be paid for that higher-level work in the form of a loading approved under Clause 33.

## **5 Specific terms of employment — non-coaching staff**

5.1 **Ongoing employment** — 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 four 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 payment in lieu of that period of notice.

5.2 **Fixed-term employment** — An employee may 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. Prior to this the employee will be provided with a written reminder of the date their fixed-term employment ceases.

5.3 The first three months of any employment will be on probation. During probation an employee will be required to undergo a medical examination 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 giving one week's notice or payment in lieu.

- 5.4 An employee whose employment is terminated by the ASC during the period of their probationary employment and who was provided financial assistance to relocate interstate to take up the job may be similarly recompensed if they relocate interstate within one month of their ASC employment ceasing and provided the employment does not cease as a result of a breach of the Code of Conduct.
- 5.5 Employees must at all times adhere to the policies of the ASC, in particular the ASC Code of Conduct and the ASC Anti-doping Policy, as varied from time to time and as outlined in this Agreement. Under the ASC Code of Conduct, employment may be terminated without notice where the employee has committed serious misconduct.
- 5.6 **Police checks** — The parties acknowledge the regulatory environment for persons whose employment requires them to work with children. Accordingly, where the ASC determines that a satisfactory police check is necessary, this shall be a requirement for such employment under this Agreement.
- 5.7 **Redundancy** — Other than for employees who are employed under a fixed-term employment contract, 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 if any 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 his/her 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:
  - i such a date may be the date of the formal notice or any date up to five weeks thereafter; but in the absence of a nomination the redundancy will take effect five weeks after the date of the notice
  - ii an employee who opts to leave within the five-week notice period shall receive pay for the unexpired portion of the five-week notice period, in addition to the redundancy payment benefit below.
- e **Redundancy payment** — An employee who is made redundant shall receive:
  - i four-weeks' base redundancy pay, plus

- ii two 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 four weeks and a maximum payment of 48 weeks' salary.
- f 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
  - 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)
  - iii 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, 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

- iv 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 relocation to another city or town of the employee's choice.

5.8 **Abandonment of employment** — 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. The abandonment will be effective from the commencement of the absence.

## **6 Casual employment — non-coaching staff**

6.1 This clause sets out the terms and conditions of casual employment in entirety for non-coaching staff.

6.2 Casual employees are to be notified of their employment status on commencement. They are to be paid an hourly rate and receive a loading on that hourly rate in lieu of entitlements to leave (other than long-service leave) or public holidays. The rate of the loading will be:

- a 15 per cent in the period prior to the date of certification of this Agreement

- b 17.5 per cent from the date of certification of this Agreement
  - c 20 per cent from 1 July 2005.
- 6.3 Casual employees are engaged for a minimum period of two hours.
- 6.4 Casual employees are also entitled to shift penalties as set out in this Agreement. They will be paid at overtime rates for time they are required to work in excess of ten hours in any single day or more than 37.5 hours in a week.
- 6.5 Casual employees must at all times adhere to the policies of the ASC, in particular the ASC Code of Conduct and the ASC Anti-doping Policy.
- 6.6 The ASC will keep under review the use of casual employment to ensure it remains consistent with the extent and nature of the actual work involved and operational requirements.
- 6.7 Where a casual employee has worked with the ASC on a regular and systematic basis for 12 months or more, they may apply to have their employment status altered from casual to either fixed term or ongoing depending on 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.

## **7 Part-time employment**

- 7.1 Employees apart from casuals may be either full time or part time. 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 While recognising the potential advantages of job sharing and the opportunity to switch from full-time to part-time work, the ASC's operational requirements are the key criterion to be met in any part-time work arrangement, including job sharing.
- 7.3 The number and pattern of working hours for part-time employees shall be agreed between the ASC and the employee on 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.
- 7.4 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 per cent over a four-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.
- 7.5 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.

## **8 Specific terms of employment — coaching staff**

- 8.1 Coaches may be employed for fixed terms that are reviewable for periods of up to four years or employed as casual employees as required on an irregular basis.
- 8.2 Coaches must at all times adhere to the ASC Code of Conduct and the ASC Anti-doping Policy as outlined in this Agreement.
- 8.3 **Fixed-term employment** — Coaches employed on a fixed-term basis are subject to all the conditions set out in this Agreement. 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. 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.
- 8.4 Where a coach completes a second or subsequent and successive fixed term of employment and each term is of a minimum 12 months duration and the ASC:
- a does not offer a further term, the ASC will make special payment of two weeks' pay for each continuous year of service up to a maximum of 20 weeks' pay, or

b terminates the employment of a coach before the expiry of an agreed term for reasons other than performance, conduct or discipline, the redundancy provisions of this Agreement will apply.

8.5 Coaches employed on a fixed-term basis may be full time or part time. Part-time employees are entitled to pay rates and conditions on a pro rata basis. Part-time employment involves less than full-time hours.

8.6 **Casual employment of coaches** — Coaches employed on a casual basis are paid an all-up hourly rate based on the salary rate agreed at the time of engagement on the basis of a 37.5 hour week. In addition, they will be paid a loading for each hour that they work. The rate of the loading will be:

- a 15 per cent in the period prior to the date of certification of this Agreement
- b 17.5 per cent from the date of certification of this Agreement
- c 20 per cent from 1 July 2005.

The loading includes full consideration of all leave and public holidays.

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 and systematic basis for 12 months or more, they may apply to have their employment status altered from casual to part time for a fixed term.

8.7 **Abandonment of employment** — 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. The abandonment will be effective from the commencement of the absence.

## **Flexible hours of work**

### **9 Working hours — general**

9.1 This Agreement establishes a framework that enables the flexible organisation of work patterns and arrangements at the program and/or work unit level. The application of this flexibility will be managed in accordance with the ASC policy on Flexible Working Hours — Managing the Balance as varied from time to time. The particular patterns and arrangements adopted at a workplace level, and the method(s) used for managing their application, should:

- a maximise the flexibility available to provide a fair and reasonable balance to employees while ensuring that operational outcomes and outputs of the team and/or individual jobs are met
- b be implemented having regard to the health, safety and general wellbeing of employees
- c not adversely impact on other employees.

9.2 In order to achieve an acceptable balance between work hours and personal time, the specific provisions of this Agreement concerning daily working hours can be varied by consent of affected employees.

## **10 Hours of work — non-coaching staff**

- 10.1 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 six 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.
- 10.2 The remainder of this clause applies to employees in jobs classified up to and including Sports Officer Grade 3.
- 10.3 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 ten hours in any one day.
- 10.4 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. Where such substitution is required to

meet operational requirements, such change will be introduced in accordance with Clause 4.

- 10.5 Subject to Clause 10.3, 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 eight days off in any four-week cycle.
- 10.6 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.
- 10.7 An employee 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.

## **11 Overtime — non-coaching staff**

- 11.1 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 10.3, he/she is eligible for overtime payments unless overtime payments have been annualised and paid in the form of a loading under the remuneration provisions of this Agreement.



- 11.2 Reasonable notice is required when the ASC directs an employee to work overtime.
- 11.3 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.
- 11.4 Overtime is paid at 1.6 times the hourly rate for all hours worked.
- 11.5 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.
- 11.6 Employees required to work overtime on Saturdays, Sundays or public holidays will be entitled to a minimum of three hours' overtime payment.
- 11.7 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 10.3.
- 11.8 **Restriction allowance**
- a **Eligibility** — The ASC may direct an employee to be contactable and available to perform extra duty outside of their ordinary hours of work. Employees so directed will be entitled to payment of a restriction allowance, except that employees classified above Sports Officer Grade 3 are not entitled to the allowance. The allowance is not payable to employees who do not remain contactable and available to perform extra duty if required.

- b **Rate of payment** — Eligible employees will be entitled to 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 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.
- c **Duty while restricted** — Employees required to perform duty while restricted will be entitled to payment of overtime in accordance with this Agreement.
- d **Annualised payments** — 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.

## **12 Shift work — non-coaching staff**

### 12.1 Employees who are required to:

- a regularly start ordinary hours of work before 6.00am or to cease ordinary hours of work after 7.00pm, and/or
- b regularly work Saturdays, Sundays and public holidays on a seven-day rotating 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 33:

Monday to Friday:	15 per cent loading for any shift that starts or finishes outside the hours prescribed in this sub-clause
Saturday:	60 per cent loading for any shift
Sunday:	60 per cent loading for any shift
Public holiday:	60 per cent loading for any shift.

- 12.2 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 **Appendix 1**. 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.
- 12.3 Employees are personally responsible for ensuring that they accurately record any variation to their shift on a variation form.
- 12.4 Ordinary hours for shift workers shall be 300 hours rostered over an eight-week cycle. Shifts may vary from four hours to ten hours. Where working operations allow, any shift longer than five hours shall incorporate an unpaid meal break of at least 30 minutes.
- 12.5 Any hours worked in addition to the rostered hours are overtime and are paid for at 1.6 times the hourly rate or compensated by taking an equivalent amount of time off in lieu at a subsequent time.

### **13 Hours of work — coaching staff**

13.1 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 six 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.

#### **14 Overtime — coaching staff**

14.1 In accordance with Clause 13.1 of this Agreement, coaching staff are not entitled to overtime payment in any circumstances.

#### **15 Payment for meals**

15.1 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.

### **Leave and public holidays**

#### **16 Leave arrangements**

16.1 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, if relevant, appropriate supporting documentation.

16.2 The minimum amount of leave that can be taken is half a day.

16.3 Any period that does not count as service will cause leave credits to be reduced accordingly at the next accrual date.

## **17 Annual leave**

17.1 A full-time employee is entitled to four weeks' leave per year, accruing on the anniversary of commencement with the ASC, for the preceding 12 months' service. 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.

17.2 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.

17.3 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.

17.4 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.

- 17.5 Employees (other than coaches) working seven-day rotating rosters will be entitled to an additional one week of leave per year, provided that at least ten Sundays are worked. Coaches receive a total of five weeks' leave per year to recognise that they are required to work regularly on weekends and public holidays.
- 17.6 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.
- 17.7 By agreement, annual leave may be taken in advance and, on anniversary, an employee's entitlement is reduced by the amount of any leave so advanced.
- 17.8 On termination of employment an employee will be paid out all unused annual leave and pro rata credits.
- 17.9 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.
- 17.10 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 these arrangements is subject to the accrual limits set out in this clause.

17.11 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.

17.12 Employees shall also have the option of ‘cashing-out’ one or two weeks’ annual leave once in each calendar year, provided that a minimum of three or two weeks’ annual leave respectively has already been taken or committed to be taken in that calendar year.

## **18 Personal leave**

18.1 All employees other than casuals will be entitled to personal leave in accordance with this clause.

18.2 **Notification** — 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 on 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 on their return to work.

- 18.3 **Leave credits** — A new employee who commences with the ASC after this Agreement comes into effect shall receive three weeks' credit on commencement and a further three weeks on each anniversary of commencement. No prior service with other organisations will be recognised for the purpose of sick/personal leave credits.
- 18.4 An existing employee will receive three weeks' credit on each anniversary of commencement.
- 18.5 Credits may be accumulated up to a maximum of 52 weeks.
- 18.6 Employees may use up to five 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 two 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 on their judgement of the individual employee's circumstances.

### **Medical certificates**

- 18.7 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 under the Review of Actions provisions of this Agreement.



## **Family leave**

18.8 Employees may take up to seven 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 or other supporting evidence must be produced.

## **Payment on separation**

18.9 Personal leave will not be paid out on separation from the ASC.

## **Return to Work Program**

18.10 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.

18.11 Where appropriate, and without prejudice to the 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**

18.12 Any absence due to illness after exhaustion of personal leave credits is without pay except where at the discretion of the ASC an employee is allowed to utilise any existing credit of paid annual leave.

18.13 Consistent with the *Safety, Rehabilitation and Compensation Act 1988*, an employee is not entitled to be granted any kind of paid leave (other than maternity leave with pay) during, or in respect of, any period when the employee is, or was, on workers' compensation leave.

18.14 Without prejudice to the rights of the employee, and subject to medical advice and 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.

## **19 Special leave**

19.1 Employees other than casuals may be granted leave with pay for such things as bereavement, emergency or other 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.

19.2 Upon application by the employee, the ASC may approve special leave at full pay. The amount of leave granted in each case will be determined by

management according to the circumstances involved. Ordinarily the amount of special leave granted will be for a period of up to five days, but at the discretion of management, a greater period may be approved in exceptional cases. All applications will be treated on their merits.

19.3 In appropriate circumstances, the ASC may determine that leave should be granted but is to be leave without pay.

## **20 Competition leave — national teams**

20.1 Subject to ASC policy as varied from time to time, leave of absence under this clause may be granted for the period an employee is required to attend an approved event, plus reasonable travelling time.

20.2 In a calendar year, the Executive Director may grant leave with pay:

- a not exceeding four weeks in a year to an employee who is a competitor or coach of a national sporting team, and
- b 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.

20.3 For the purpose of the above sub-clause, each of the following is an approved event:

- the Olympic Games
- the Commonwealth Games
- the Paralympic Games

- world championships, and
- a major international event of equal importance.

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

20.5 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.

20.6 Where an employee is paid or receives an allowance from any other organisation in respect of attendance at an event outlined in Sub-clause 20.3, except in payment of travel, accommodation and meal expenses, the pay or allowance should be remitted to the ASC.

## **21 Jury duty/Crown leave**

21.1 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.

21.2 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.

## **22 Defence Reservist leave**

- 22.1 Employees engaged by the Department of Defence in Defence Reservist peacetime training and deployment activities shall be entitled to:
- a four weeks' (20 working days or 28 calendar days) leave on full pay each year for Reservists undertaking defence service, and
  - b an additional two weeks' paid leave to allow for a Reservist's attendance at recruit/initial employment training.
- 22.2 Defence leave entitlements may accumulate, and be taken, over a two-year period.
- 22.3 The ASC may also approve additional leave for Defence service, either on a paid, unpaid or top-up pay basis.
- 22.4 Reservists will not be required to pay any tax-free Reserve salary to the ASC.
- 22.5 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 six months shall not count as service for annual leave purposes.
- 22.6 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.

## **23 Maternity leave**

- 23.1 Maternity leave will mirror the provisions 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.
- 23.2 In order to provide for more flexible administration of maternity leave, and subject to operational requirements, an employee may elect to either:
- a take their entitlement for their 12-week mandatory period of absence at full pay, or
  - b take an additional 12 weeks of 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.
- 23.3 The additional leave beyond the mandatory 12 weeks provided in the legislation will not count as service for any purpose.
- 23.4 Where an employee is entitled to paid maternity leave under Sub-clause 23.1, the employee is entitled to an additional two weeks' paid leave that counts as service and which is to be taken contiguous with the paid maternity leave.

## **24 Parental leave**

- 24.1 Employees will be granted parental leave, excluding maternity leave, in accordance with the *Workplace Relations Act 1996*. That is, the child's mother and/or her spouse may be granted leave without pay for up to 12 months from the date of birth or adoption of the child. The combined absence of both people 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.

## **25 Leave without pay**

25.1 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:

- a benefit that the ASC may derive from the leave and operational requirements
- b reasons given by the employee for seeking the leave and duration of the leave sought, and
- c employee's length of service with the ASC.

25.2 Only full-time and part-time employees may apply for leave without pay.

Annual leave must be taken before leave without pay will be granted. The ASC may require an employee to take long-service leave before commencing leave without pay in any case where it is reasonable to do so.

25.3 On application by the employee, the ASC may approve leave without pay up to 12 months. A greater period may be approved in exceptional circumstances and subject to any specific conditions determined by the ASC.

25.4 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.

25.5 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.

25.6 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 of this Agreement.

## **26 Public holidays**

26.1 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.

26.2 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.

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

26.4 Where an employee normally works on a day that is a public holiday, he/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.

## **27 Christmas/New Year attendance**

- 27.1 Employees will not be required to attend for duty on the two days between Christmas and New Year that are not observed or nominated as public holidays and that would otherwise be normal work days under this Agreement. This is subject to:
- a operational requirements, and/or
  - b appropriate provisions being in place to deal with any urgent business that may arise, including the ability to access appropriate employees during that time.
- 27.2 These two 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.
- 27.3 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.
- 27.4 An employee engaged under a seven-day rotating shift roster who 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.
- 27.5 These two non-attendance days will be with pay and count as service for all purposes.

## **Performance management and conduct**

## **28 Performance Planning and Review**

- 28.1 The parties to this Agreement are committed to the continued operation of the Performance Planning and Review (PPR) system for all levels in the ASC.
- 28.2 The Performance Planning and Review system provides valuable opportunities for employees to gain constructive work-related feedback, to identify and resolve work-related issues in conjunction with their supervisor, and to improve performance in line with ASC objectives. The system also incorporates the identification and fulfilment of training and development needs as agreed between supervisors and employees.
- 28.3 Performance Planning and Review 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.
- 28.4 The fundamental aims of the ASC system of Performance Planning and Review (PPR) are to:
- a ensure that individual jobs and all work effort are aligned with the ASC's strategic direction by directly linking individual performance agreements to operational and business plans
  - b communicate and incorporate changes in business plans, work priorities, and current and emerging organisational capability requirements into job design, work plans and training and development requirements

- c 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
- d provide a focus on normal and ongoing workplace communication as the main mechanism for resolving work-related issues, providing informal feedback and acknowledging achievements.

28.5 The key elements of the system are:

- a clear expression of job and work expectations
- b goal-setting and planning within key areas of employee responsibility and in line with ASC objectives, program business plans, and current and future organisational capability requirements identified through workforce planning initiatives
- c identification of what constitutes successful performance
- d opportunities for ASC staff to gain constructive feedback on, and appropriate recognition for, work performance
- e opportunities to identify and resolve organisational factors (for example, system, policy or work environment) that are preventing the individual from reaching expected or agreed levels of performance
- f opportunities for staff to provide upward feedback to their supervisors and receive feedback regarding client perceptions

- g identification of training and development needs of employees and the skill requirements of the organisation with provision for these to be addressed through on and off-the-job training
- h consideration of longer-term career development
- i the development of action plans to resolve specific individual or work environment issues, implement recommendations for change or undertake developmental activities
- j commitment to a 'no surprises' approach to identifying and addressing performance and other work-related issues as they arise.

28.6 The Performance Planning and Review system will *not* be used:

- a for recruitment and selection purposes unless the employee chooses to present the information, or
- b in conjunction with rating scales that directly link performance information to salary advancement within job salary ranges.

28.7 Issues of unsatisfactory work performance will be managed in accordance with the provisions of this Agreement for managing unsatisfactory performance.

## **29 Managing unsatisfactory performance**

29.1 Performance management and development places emphasis on positive two-way communication between an employee and their supervisor. Specific issues related to work performance, including any organisational factors that are inhibiting performance and any assistance the ASC can reasonably offer to help

resolve problems, should be identified and addressed in the normal course of day-to-day work and communication. Depending on the issues involved, this may warrant an agreed plan of action between an employee and their supervisor.

29.2 Required performance standards in the ASC include meeting the expected requirements and outcomes of an individual's job as well as exhibiting conduct that is consistent with the standards, values and requirements set out in the ASC Code of Conduct (as amended from time to time).

29.3 An alleged breach of the ASC Code of Conduct will be dealt with under the procedures of investigation and resolution set out in the Code. Failure to perform work to the standard required in a job will be dealt with under the provisions of this clause.

29.4 When identified problems with work performance are not resolved satisfactorily in the normal course of day-to-day work and communication, the following formal performance counselling steps will apply:

**Step 1 First warning** — Formal counselling between an employee and his/her supervisor must occur when a performance issue already identified has not been resolved. The employee will be given a reasonable period of time that 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. A written summary record of the

counselling session that details the nature of the performance issue(s) and specific steps or actions required or agreed to reach and sustain the required work performance standard must be prepared by the supervisor and a copy provided to the employee. The written record must be acknowledged in writing by both the employee and the counselling supervisor. The employee and/or supervisor may elect to have another person present at the formal counselling session for support to ensure that the procedures are applied fairly.

**Step 2 Final warning** — Where the performance issue has not been satisfactorily resolved following Step 1 a final warning in writing will be issued which:

- a details the problem(s) that have not been rectified in accordance with the previous counselling
- b specifies a reasonable time frame for the employee to reach and sustain the required standard of work performance, and
- c sets out 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 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.

29.5 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.

### **30 Code of Conduct — misconduct and discipline**

30.1 The ASC Code of Conduct, as varied from time to time, is an integral part of each person's employment contract.

30.2 Without limiting the definition of misconduct, a breach of the ASC Code of Conduct or a serious breach of the terms and conditions of employment will be considered as misconduct that may result in dismissal.

30.3 A breach of the ASC Anti-doping Policy will be considered a serious breach of the Code of Conduct.

30.4 If an employee is charged with a criminal offence in circumstances that 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.

30.5 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.



## **31 Use of ASC information — intellectual property**

31.1 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 the ASC Code of Conduct.

## **32 Valuing diversity**

32.1 The parties to this Agreement are committed to creating a culture of equity in the ASC working environment.

32.2 The ASC is moving beyond the concept of equal employment opportunity through its commitment to the principles of valuing diversity. The ASC values the wellbeing 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.

32.3 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:

- a work and family responsibilities
- b harassment prevention

- c people with disabilities, and
- d cross-cultural awareness.

## **Remuneration and job classification**

### **33 Classification and remuneration**

- 33.1 Employees will be engaged in jobs assigned to a level within the Sports Officer Grade 1–4 structure, set out in **Appendix 1** to this Agreement. The salary for individual jobs will be determined under the ASC Remuneration Policy as varied from time to time. This includes a salary review process that is based on the Mercer system of job analysis and evaluation, and which draws on work value and employment market data to help determine salary ranges for jobs.
- 33.2 There are no salary increments within the salary range set for each level within the Sports Officer structure or in the pay range established for individual jobs.
- 33.3 Until and unless childcare worker jobs are classified within the ASC Sports Officer structure under the ASC Remuneration Policy, employees engaged as childcare workers will continue to be employed in classifications as set out in **Appendix 2** Part 2 of this Agreement.

### **Salary increases**

- 33.4 The adjustment of salaries under this Agreement will be made in accordance with the provisions of **Appendix 1** (Part 1) and **Appendix 2** (Part 2). The first adjustment of salaries will be made on certification of this Agreement.

## **Salary review system — ongoing job changes**

33.5 Subject to the ASC Remuneration Policy as varied, and in conjunction with the ASC Performance Planning and Review system, ongoing changes in job requirements and expectations provide the basis for an annual review of the previously determined salary range for an employee's job.

33.6 The salary review process will:

- a not involve a reduction in salary for an employee
- b occur twice each year leading into the annual budget process and the mid-year budget review process, and increases in the salary range of a job approved through this process will apply from 1 July or 1 January, respectively, and
- c take into account:
  - i the assessed work value of the job (including where this has increased as a result of the value of the employee's contribution to the work program)
  - ii specific internal and/or external market factors applying to that particular field of work, and
  - iii the approved salary budget.

33.7 Notwithstanding the maximum salary of the pay range applying to each level in the Sports Officer Grade 1–3 structure, the maximum salary of the pay range for an individual job may be up to 10 per cent above the maximum of the

classification level applicable to the job without altering the initial Sports Officer level to which the job is attached.

- 33.8 From time to time an existing job may be reclassified to a significantly higher work value level. Where this occurs, consideration will be given to whether it is appropriate to advertise the job internally or externally.

### **Salary loading — temporary higher-level work**

- 33.9 The ASC may approve a salary loading for an employee acting in higher-level jobs for at least two weeks at a time. It does not count for superannuation purposes.

### **Annualised penalty payments**

- 33.10 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 an annual loading, in which case an employee has no other entitlements in relation to these matters.

- 33.11 The annual loading does not apply to all employees, but only to those whose particular job requirements are not otherwise compensated through salary. The amount and 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 that gave rise to it being approved.

### **Vehicles**

33.12 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.

- a Where a coach is provided with a vehicle under these arrangements, the employee may be required at the discretion of their manager to return the vehicle to the ASC for program use in periods the employee is on leave for more than four weeks.

33.13 The Executive Director may offer executive staff or senior managers (or equivalent) either:

- a a fully maintained, private-plated vehicle for program and private use, with costs including fringe benefits tax being met by the ASC, or
- b a salary increase of the amount equivalent to the cost of providing a vehicle, taking into consideration the cost of superannuation.

### **First aid allowance**

33.14 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 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 allowance**

33.15 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 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.

#### **WorkSafe allowance — health and safety representative**

33.16 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 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.

#### **Workplace harassment contact allowance**

33.17 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 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.

## **34 Superannuation**

- 34.1 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 members to choose other options. At that time, the options to be offered to employees by the ASC will be consistent with Australian 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.
- 34.2 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 1992*. A higher level of employer superannuation contribution may be negotiated in individual cases within an overall remuneration package.
- 34.3 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.

## **35 Salary packaging**

- 35.1 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.
- 35.2 The other benefits, which may be taken as part of a salary package, include a motor vehicle, childcare expenses associated with the ASC's on-site centre or a centre operated by another Australian Government agency, and employee superannuation contributions. Other items will be considered and may be agreed on an individual basis, provided transaction and administrative costs are included.
- 35.3 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 1992*.
- 35.4 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 the 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.

- 35.5 The salary package must be structured so that the ASC meets any obligations imposed on it by legislation or other instruments.
- 35.6 Any allowance regularly received by an employee can be included by agreement as part of the total employment cost for packaging purposes.
- 35.7 Where the non-salary component of a remuneration package includes the lease of a vehicle, on 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 on the exercise of either option, except on redundancy.
- 35.8 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.
- 35.9 Remuneration packages shall be reconciled on 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.

## **36 Travel**

- 36.1 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 of Actions procedure of this Agreement.

### **37 Supported wage system for employees with disabilities**

37.1 The provisions of the Australian Sports Commission Award 2003 regarding a Supported Wage System for Employees with Disabilities as varied from time to time will apply as though express terms of this Agreement.

## **Health, safety and work–life matters**

### **38 Occupational health and safety**

38.1 Recognising the importance of the quality of employees' working life to the overall effectiveness of the organisation, the parties to this Agreement commit to providing a quality working environment for all employees by:

- a promoting communication among all employees
- b maintaining a fair and equitable performance management system
- c raising occupational health and safety standards throughout the organisation, and
- d supporting the continued operation of the WorkSafe Occupational Health and Safety program.

38.2 All ASC employees have an obligation to uphold a duty of care towards themselves, other employees and athletes, and any visitors to ASC premises.

38.3 The ASC occupational health and safety strategy includes:

- a roles and responsibilities of all parties to this Agreement
- b measures to prevent personal injury and illness
- c training in WorkSafe for all staff, particularly managers and supervisors
- d ongoing health and safety evaluations of work areas
- e promotion of ownership and responsibility for WorkSafe matters at the individual and program level
- f maintenance of the WorkSafe Committee, and
- g continued monitoring of the WorkSafe Agreement.

## **39 Employee Assistance Program**

39.1 The ASC will continue to provide an Employee Assistance Program that offers confidential counselling to employees and their families at no cost to the individual. In conjunction with the service provider, the ASC will actively engage in raising employee awareness on the benefits of the service.

## **40 Facilities**

40.1 Access to the following facilities will be consistent with ASC policy and subject to operational requirements:

- swimming pools, public hours only
- STF weight training room
- employee car parks

- tennis courts, when available
- athletics track.

40.2 Employees are responsible for compliance with WorkSafe requirements associated with the use of all facilities.

## **41 Child care**

41.1 The parties to this Agreement regard the provision of an on-site childcare facility as important in enhancing 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 which provides long-day care for 0–5-year-old children will continue to be maintained on the AIS site in Canberra.

## **Technical matters and review procedures**

### **42 Parties bound**

42.1 This Agreement is made under Section 170LJ of the *Workplace Relations Act 1996*. In accordance with Section 170M of the Act, this Agreement binds:

- a the ASC
- b all persons whose employment is, at any time when this Agreement is in operation, subject to Clause 42.2, and
- c the Media, Entertainment and Arts Alliance (MEAA).

- 42.2 This Agreement applies to any person employed by the ASC whose employment is covered by an award of the Australian Industrial Relations Commission at the time that the Agreement is certified, except that this Agreement does *not* apply to:
- a athlete trainee or tour guide casual employees
  - b sports science/sports medicine graduate or postgraduate scholarship holders or coach scholarship holders
  - c swim and fitness instructors
  - d houseparents
  - e statutory officer holders, or
  - f any employee covered by an Australian Workplace Agreement (AWA).

### **43 Definitions**

‘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 Australian Industrial Relations Commission that is binding on the ASC.

‘Employee’ means any person employed by the ASC who is covered by the terms of this Agreement.

‘Family member’ means a person who is related by blood or marriage, has a strong affinity with the employee or stands in a *bona fide* domestic relationship with the employee. Family includes a spouse (including a former spouse, a *de facto* spouse or a former *de facto* spouse), a child or an adult child, parent, grandparent, grandchild or sibling of the employee or the spouse of the employee.

‘Performance’ means standards of job performance and workplace behaviours required by the employer.

‘Union’ means the Media, Entertainment and Arts Alliance (MEAA).

## **44 Consultation**

44.1 The ASC will maintain the Staff Consultative Group as its primary staff consultation mechanism. Its functions will be to:

- a facilitate effective communication and consultation across the levels and functions of the ASC and with the Media, Entertainment and Arts Alliance on employment issues
- b assist in the resolution of issues affecting employees
- c encourage greater involvement by all employees in the development and implementation of workplace continuous improvement initiatives, in particular workforce planning initiatives designed to develop

organisational capabilities for meeting current and future workforce requirements, and

- d monitor the operation of this Agreement and the ASC working environment.

44.2 The Staff Consultative Group will meet according to operating arrangements established by the group for its effective operation. Its membership will comprise representatives of ASC work areas and a nominee from the Media, Entertainment and Arts Alliance. A representative sub-group elected by annual nomination through the Staff Consultative Group will meet monthly with management representatives 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.

44.3 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.

## **45 Duration and replacement of this Agreement**

45.1 This Agreement will be operative from the date it is certified by the Australian Industrial Relations Commission and will have a nominal expiry date three years after the date of certification. At least five months before expiry, the formal process of staff consultation will commence with the Staff Consultative Group on a replacement Agreement.

## **46 Comprehensive agreement**

46.1 This is a comprehensive Agreement that provides for the following relationship to awards, agreements and legislation.

46.2 This Agreement displaces in entirety the:

- a Australian Sports Commission Award 2003 (AW825269) as varied from time to time
- b awards of the Australian Industrial Relations Commission that bind the ASC in relation to employment in the AIS Caretaker's Cottage Childcare Centre
- c Australian Sports Commission (Committed to Excellence) Agreement 2001–2004
- d AIS Caretaker's Cottage Childcare Centre Certified Agreement 2001–2003.

46.3 Following certification of this Agreement, an application will be made to the Australian Industrial Relations Commission to terminate the following Certified Agreement in accordance with Section 170MH of the *Workplace Relations Act 1996*:

- a Australian Sports Commission (Committed to Excellence) Agreement 2001–2004, and
- b AIS Caretaker's Cottage Childcare Centre Certified Agreement 2001–2003.



46.4 In addition to the terms and conditions of this Agreement, employment is subject to the provisions of relevant Commonwealth acts (and regulations or instruments made under those acts) as varied, which includes, but is not limited to, the following:

- *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*
- *Occupational Health and Safety (Commonwealth Employment) Act 1991.*

## **47 Closed agreement**

47.1 This Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement other than terms and conditions applying under a Commonwealth law as set out above.

47.2 During the period starting on the date this Agreement starts operating and ending on the nominal expiry date, no further claims may be pursued in respect of terms and conditions of employment by a party to the Agreement or an

employee whose employment is subject to the agreement, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement.

## **48 Australian Workplace Agreements**

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

## **49 Dispute settlement procedure**

49.1 If there is a dispute over the application of the terms of this Agreement, the following procedure must be followed:

**Step 1** The dispute shall be discussed between the affected employee(s) and their supervisor/manager.

**Step 2** If unresolved, the matter shall be discussed between the employee(s), their nominated representative, if any, and the relevant supervisor/manager.

**Step 3** If still unresolved, the matter shall be discussed further between the employee, their nominated representative, if any, and an ASC nominee.

**Step 4** If the matter remains unresolved it may be referred to the Australian Industrial Relations Commission, which is empowered to settle disputes over the application of the terms of this Agreement.

## **50 Review of actions — employment-related matters**

50.1 Disagreements should be resolved by talking them through and reaching agreed settlements in the workplace. 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 Executive Director in writing to review the matter, except in relation to:

- a termination of employment matters, which are addressed under Appeals Against Termination of Employment, or
- b matters concerning the application of this Agreement that may be referred to the Australian Industrial Relations Commission under the dispute settlement procedure of this Agreement.

50.2 Matters arising in connection with breaches of the Code of Conduct will be dealt with in accordance with the particular procedures established within the Code of Conduct.

50.3 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 in writing 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.

- 50.4 If the employee is not satisfied with the Executive Director's response, they may request in writing that the matter be considered further by an independent person that is agreed to by the Executive Director 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.
- 50.5 The independent person will be required to conduct an investigation of the matter and provide a report to the Executive Director with recommendations as to appropriate action. The Executive Director will decide the matter and ensure that this is communicated to the employee concerned as soon as possible.
- 50.6 The cost of engaging an independent person shall be borne by the ASC.

## **51 Appeals against termination of employment**

- 51.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee enjoys under:
- a Division 3 of Part VIA of the *Workplace Relations Act 1996*
  - b other Commonwealth laws (including the Constitution), and
  - c common law.
- 51.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures of this Agreement.

51.3 Nothing in this Agreement prevents the Executive Director from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with Sub-section 170CM(1) (c) of the *Workplace Relations Act 1996*.

## Appendix 1 Classification salary structure

Sports Officer classification	Current rate	Adjustment paid on certification 3.75%	Adjustment paid on 1 July 2005 4.00%	Adjustment paid on 1 July 2006 3.75%
<b>Grade 1*</b>				
Minimum	\$24,800	\$25,730	\$26,759	\$27,762
Maximum	\$37,700	\$39,113	\$40,678	\$42,203
<b>Grade 2</b>				
Minimum	\$37,800	\$39,217	\$40,786	\$42,315
Maximum	\$46,500	\$48,243	\$50,173	\$52,055
<b>Grade 3</b>				
Minimum	\$47,100	\$48,866	\$50,820	\$52,726
Maximum	\$57,600	\$59,760	\$62,150	\$64,481
<b>Grade 4</b>				
Minimum	\$58,300	\$60,486	\$62,905	\$65,264
Maximum	None prescribed			

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

- 18 years and under (80 per cent)
- 19 and 20 years (90 per cent)

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

- 1st year (40 per cent)
- 2nd year (55 per cent)
- 3rd year (70 per cent)
- 4th year (85 per cent)

## **Part 2**

### **AIS Caretaker's Cottage Childcare Centre**

# **1 Arrangement of Part 2**

1.1 The childcare employment conditions of this Agreement are arranged as follows:

## **Part 2 — AIS Caretaker’s Cottage Childcare Centre**

- 1 Arrangement of Part 2
- 2 Application of Part 2
- 3 Contract of employment
- 4 Classifications and remuneration
- 5 Higher-level work
- 6 First aid qualification
- 7 Superannuation
- 8 Hours of work
- 9 Rest pauses
- 10 Overtime
- 11 Infectious diseases
- 12 Hepatitis B vaccination
- 13 Professional development
- 14 Police checks

## **Appendix 2 Childcare classification and pay rates — award based**



## **2 Application of Part 2**

- 2.1 The specific terms and conditions set out in Part 2 apply exclusively to employees engaged in the ASC childcare centre. These terms and conditions are either additional to, or in substitution for, other provisions of this Agreement. To the extent of any inconsistency between provisions under Part 2 and the other provisions of this Agreement, the terms and conditions of Part 2 shall prevail.

## **3 Contract of employment**

- 3.1 An employee shall be engaged on either a full-time, part-time or casual basis, as defined.
- 3.2 Other than for higher-level work, employees shall be paid in accordance with the classification and qualification level as advised at the time of engagement in accordance with this clause.
- 3.3 At the time of engagement, the employer and the employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work, and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.
- 3.4 **Full-time employment** — A full-time employee shall be a person who is engaged for no less than 38 ordinary hours per week.

- 3.5 **Part-time employment** — A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.
- 3.6 A part-time employee shall be paid, for each hour worked, 1/38th of the weekly rate prescribed for the appropriate classification. Such part-time employees shall be entitled to receive all benefits of the Agreement on a pro rata basis.
- 3.7 For work performed on any shift, a part-time employee shall receive a minimum payment of 2.5 hours. However, where a part-time employee working in before and after-school care works a broken shift, the minimum payment for the morning part of the shift shall be 1.5 hours and the minimum payment for the afternoon part of the shift shall be 2.5 hours.
- 3.8 The rostered hours of work for a part-time employee may be altered by mutual agreement recorded in writing. In such cases, part-time employees may work up to 38 hours per week or eight hours per day without the payment of overtime.
- 3.9 **Casual employment** — A casual employee shall be an employee who is engaged as such and shall usually be engaged on an irregular or occasional basis.
- 3.10 A casual employee shall be engaged daily or hourly at the discretion of the employer, provided that the minimum engagement is not less than 2.5 hours.
- 3.11 An employee so engaged shall be paid for all time worked at an hourly rate calculated on the basis of 1/38th of the appropriate weekly rate of pay for the classification in which engaged, plus 25 per cent. For weekend and public holiday work, casual employees shall, in lieu of all other penalty rates and the

25 per cent casual loading, receive the penalty rates prescribed for weekend and public holiday work.

- 3.12 With respect to casual employees, the following provisions shall not apply: terms of engagement, part-time employment, notification of shifts and work location, holidays, termination of employment in relation to a holiday, annual leave, personal leave, parental leave, higher-grade work and redundancy.
- 3.13 **Probation** — The provisions for probationary employment set out in Part 1 of this Agreement shall apply.

#### **4 Classifications and remuneration**

- 4.1 Until childcare worker jobs are classified within the ASC Sports Officer structure under the ASC Remuneration Policy, employees engaged as childcare workers will continue to be employed in classifications as set out in **Appendix 2** (Part 2) of this Agreement. On the translation of jobs under this process the wage rates in **Appendix 2** (Part 2) and the provisions of Sub-clause 4.2 below will be replaced by salary rates and arrangements determined under the ASC Remuneration Policy, and Appendix 2 will be replaced by Appendix 1 except for the prescription of rates for junior employees. The salaries set under the ASC Remuneration Policy will be adjusted by the pay increases under this Agreement. Any translation of childcare jobs to the ASC Sports Officer structure under the ASC Remuneration Policy arrangements will not result in any reduction in salary entitlements as set out in **Appendix 2**. The timing of the second pay increase under this Agreement is related to this specific exercise

affecting only childcare workers. Under this Agreement the rates of pay for ASC childcare workers will not be less than the relevant industry award rate as varied.

4.2 **Award-based classification structure** — For as long as the award-based classification structure and wage rates set out in Appendix 2 remain operative, the provisions of the Child Care Industry (Australian Capital Territory) Award 1998 [AW772250CRA] dealing specifically with the ‘Classification Structure, Progression Through Classification Levels, and Incremental Progression’ shall continue to apply as though terms of this Agreement.

4.3 **Junior employees** — Junior employees employed as Child Care Workers Level 1 or Child Care Support Workers Level 1 shall be paid no less than the following percentages for each age level:

- under 21 years of age (90 per cent)
- under 17 years of age (50 per cent)
- under 18 years of age (60 per cent)
- under 19 years of age (70 per cent)
- under 20 years of age (80 per cent).

## **5 Higher-level work**

5.1 An employee called on to perform, for a period of four days consecutively or an accumulation of the equivalent of seven days ordinary hours in any one-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.

- 5.2 The ASC may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.

## **6 First aid qualification**

- 6.1 An employee is required to maintain a current, recognised first aid qualification to the satisfaction of the employer. The employer shall arrange the enrolment of the employee in an appropriate first aid course (at a time outside of normal working hours convenient to the employee) and shall pay the fees/charges for attendance. The employee shall attend the course in her/her own time and without additional payment.

## **7 Superannuation**

- 7.1 The superannuation provisions of the Child Care Industry (Australian Capital Territory) Award 1998 shall apply to employment under the terms of this Agreement. Subject to any applicable legislation or trust deed, an employee may choose to have his/her employer-funded superannuation contributions directed to either the Health Employees Superannuation Trust of Australia (HESTA) or the Australian Government Employees Superannuation Trust (AGEST).

## **8 Hours of work**

- 8.1 The ordinary hours of work of employees shall be an average of 38 hours per week over a one, two or four-week cycle.
- 8.2 Ordinary hours shall be worked in periods not exceeding eight hours, in unbroken periods save for meal breaks, Monday to Friday.
- 8.3 The commencement time of the ordinary hours of work shall not be earlier than 7.00am and the ceasing time of the ordinary hours of work shall not be later than 7.00pm.
- 8.4 Subject to this clause, employees responsible for programming and planning for a group of children shall be allowed up to three 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.
- 8.5 Such non-contact time shall be granted to the employee when such employee requests that time is necessary. The hours at which such non-contact time will be taken will be decided by the Director/Coordinator following discussion with the employee concerned.
- 8.6 Wherever possible, non-contact time should be rostered in advance so as to minimise the disruption to the service and the cost impact.

- 8.7 Where it is necessary for an employee to attend a court on the employer's or employer's client's behalf in connection with any matter arising out of or in connection with their duties, the time so occupied shall count as time worked.
- 8.8 An employee 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.

## **9 Rest pauses**

- 9.1 An employee, including a part-time or casual employee working four hours or more on any engagement, shall be allowed without deduction of pay a rest period of 15 minutes.
- 9.2 An employee working 6.5 hours or more per engagement shall be allowed without deduction of pay two separate rest periods of 15 minutes.
- 9.3 An employee working 6.5 hours may, by mutual agreement, forego one rest pause.
- 9.4 No rest pause shall be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after a meal or rest break unless by mutual agreement between the employee and their employer.
- 9.5 The rest periods shall be uninterrupted.

## **10 Overtime**

- 10.1 Subject to Clauses 10.2 and 10.3, all work performed outside the ordinary hours of work shall be overtime and shall be paid at the rate of 1.6 times the employee's ordinary rate of pay. In calculation of overtime, each day's work shall stand alone.
- 10.2 **Out-of-hours meetings** — Where an employee is required to attend either staff or parent meetings outside their normal working hours, such overtime may, by mutual agreement between the employer and the employee, be compensated for by the provision of an equivalent amount of time off in lieu, provided that attendance at such meetings will, for purposes of this sub-clause, be limited to four hours per month.
- 10.3 **Emergency situations** — Where, due to a genuine and pressing emergency situation, an employee is required to remain at work after their normal finishing time, such time shall be paid at the ordinary rate applicable for the employee's classification, provided that such emergency overtime is limited to one hour per week. For the purposes of this sub-clause an emergency situation may include a natural disaster affecting either a parent, another employee or the centre/service, or the death of a child or parent, or a child requiring urgent hospitalisation or medical attention.
- 10.4 Temporary closure of the centre occurs from Christmas Day to New Year's Day. Employees will not be required to attend for duty on the days in this period that would otherwise be normal workdays. One of these days is deemed to be in lieu of Trades and Labour Picnic Day.



## **11 Infectious diseases**

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

<b>Disease</b>	<b>Leave with pay</b>
Chickenpox (varicella)	Five working days
German measles (rubella)	Five working days
Head lice	One working day
Hepatitis	As decided by medical practitioner
Impetigo	Two working days
Measles (morbelli)	Ten working days
Mumps	Ten working days
Rheumatic fever	As decided by medical practitioner
Ringworm	Two working days
Scarlet fever	Ten working days
Conjunctivitis	Two working days
Whooping cough	Ten working days
Cold sores	Two working days
Hepatitis A	Five working days
Scabies	One working day

Streptococcal infection	One working day
Active tuberculosis	20 working days or as decided by a medical practitioner

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

## **12 Hepatitis B vaccination**

- 12.1 All employees are encouraged to be inoculated against Hepatitis B. The employer shall reimburse any Medicare gap fees and vaccination costs incurred by an employee receiving a Hepatitis B vaccination.

## **13 Professional development**

- 13.1 Subject to operational requirements, an employee shall be provided with the opportunity to attend in-service training designed to improve skills and expertise without loss of pay.

## **14 Police checks**

14.1 The parties acknowledge the regulatory environment for persons working in the childcare industry. Accordingly, a satisfactory police check is a requirement for employment under this Agreement.

## Appendix 2 Childcare classification and pay rates — award based

Classification	Current rate	Adjustment paid on certification 3.75%	Adjustment paid on 1 January 2005 <sup>1</sup> 4.00%	Adjustment paid on 1 July 2006 3.75%
<b>Child Care Worker Level 1</b>				
On commencement	\$472.40	\$490.12	\$509.72	\$528.83
After one year in the industry	\$484.00	\$502.15	\$522.24	\$541.82
After two years in the industry	\$495.50	\$514.08	\$534.64	\$554.69
<b>Child Care Worker Level 2</b>				
On commencement	\$497.20	\$515.85	\$536.48	\$556.60
After one year in the industry	\$508.70	\$527.78	\$548.89	\$569.47
After two years in the industry	\$520.30	\$539.81	\$561.40	\$582.46
<b>Child Care Worker Level 3</b>				
On commencement	\$559.30	\$580.27	\$603.48	\$626.12
After one year in the industry	\$569.70	\$591.06	\$614.71	\$637.76
After two years in the industry	\$581.20	\$603.00	\$627.11	\$650.63
<b>Child Care Worker Level 4</b>				
On commencement	\$615.80	\$638.89	\$664.45	\$689.37
After one year in the industry	\$624.90	\$648.33	\$674.27	\$699.55
After two years in the industry	\$636.50	\$660.37	\$686.78	\$712.54
<b>Child Care Worker Level 5</b>				
On commencement	\$648.00	\$672.30	\$699.19	\$725.41
After one year in the industry	\$659.50	\$684.23	\$711.60	\$738.29
After two years in the industry	\$671.00	\$696.16	\$724.01	\$751.16
<b>Child Care Worker Level 5B*</b>				
On commencement (Graduate Certificate Management)	\$722.60	\$749.70	\$779.69	\$808.92
After one year in the industry	\$755.13	\$783.45	\$814.79	\$845.34
After two years in the industry	\$776.44	\$805.56	\$837.78	\$869.20
<b>Director Level 1</b>				
On commencement	\$778.10	\$807.28	\$839.57	\$871.05
After one year in the industry	\$789.60	\$819.21	\$851.98	\$883.93
After two years in the industry	\$801.20	\$831.25	\$864.49	\$896.91
<b>Director Level 1B*</b>				
On commencement (Graduate Certificate Management)	\$841.26	\$872.81	\$907.72	\$941.76
After one year in the industry	\$868.04	\$900.59	\$936.62	\$971.74
After two years in the industry	\$894.81	\$928.37	\$965.50	\$1,001.71
<b>Director Level 2</b>				
On commencement	\$835.60	\$866.94	\$901.61	\$935.42
After one year in the industry	\$845.00	\$876.69	\$911.76	\$945.95
After two years in the industry	\$856.40	\$888.52	\$924.06	\$958.71

**Director Level 2B\***

On commencement

(Graduate Certificate Management)	\$910.10	\$944.23	\$982.00	\$1,018.82
After one year in the industry	\$942.60	\$977.95	\$1,017.07	\$1,055.21
After two years in the industry	\$975.00	\$1,011.56	\$1,052.03	\$1,091.48

**Director Level 3**

On commencement	\$868.00	\$900.55	\$936.57	\$971.69
After one year in the industry	\$879.40	\$912.38	\$948.87	\$984.46
After two years in the industry	\$891.10	\$924.52	\$961.50	\$997.55

**Director Level 3B\***

On commencement

(Graduate Certificate Management)	\$944.92	\$980.35	\$1,019.57	\$1,057.80
After one year in the industry	\$977.49	\$1,014.15	\$1,054.71	\$1,094.26
After two years in the industry	\$1,010.05	\$1,047.93	\$1,089.84	\$1,130.71

**Child Care Support Worker Level 1**

On commencement	\$472.40	\$490.12	\$509.72	\$528.83
After one year in the industry	\$484.00	\$502.15	\$522.24	\$541.82
After two years in the industry	\$495.50	\$514.08	\$534.64	\$554.69

**Child Care Support Worker Level 2**

On commencement	\$497.20	\$515.85	\$536.48	\$556.60
After one year in the industry	\$508.70	\$527.78	\$548.89	\$569.47
After two years in the industry	\$520.30	\$539.81	\$561.40	\$582.46

- 1 In accordance with Clause 4 of Part 2 of this Agreement, the classifications and wage rates set out in the above table may be replaced. The general pay increases provided under this Agreement will continue to be applied. The timing of the second adjustment relates to the translation process facilitated under Clause 4, Part 2.