

**AUSTRALIAN SPORTS COMMISSION**  
**(COMMITTED TO EXCELLENCE)**  
**COLLECTIVE WORKPLACE AGREEMENT**  
**2007-2011**

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## ASC COLLECTIVE WORKPLACE AGREEMENT 2007 - 2011

### 1 TITLE

This Agreement shall be known as the Australian Sports Commission (Committed to Excellence) Collective Workplace Agreement 2007–2011

### 2 PARTIES BOUND AND EMPLOYEES COVERED

2.1 The parties to this Agreement are the Australian Sports Commission and the Media, Entertainment and Arts Alliance.

2.2 This Agreement is binding on any person employed by the Australian Sports Commission but does not apply to:

- (i) an athlete trainee or tour guide casual employee
- (ii) a sports science/sports medicine graduate or postgraduate scholarship holder or a coach scholarship holder
- (iii) a casual Swim or Fitness Instructor
- (iv) a House Parent or House Supervisor
- (v) members of the ASC executive group

### 3 DURATION OF AGREEMENT

This Agreement will operate from the date of its lodgement with the Workplace Authority and have a nominal expiry date four years after the date of lodgement.

### 4 OPERATION OF AGREEMENT

4.1 Other than terms and conditions applying under the *Workplace Relations Act 1996*, the *Australian Sports Commission Act 1989* and other Commonwealth Acts and regulations or instruments made pursuant to all these Acts (as varied), this Agreement exhaustively states the terms and conditions of employment.

4.2 There are policies, guidelines and procedures that prescribe conditions for working in the ASC. They are not incorporated into and do not form part of this Agreement. Employees should make themselves familiar with these policies, guidelines and procedures which may be varied from time to time and they will apply in the form they are in as at the time of any relevant decision or action. If there is any inconsistency between the policies, guidelines or procedures and the express terms of this Agreement, the express terms of this Agreement prevail.

4.3 This is a comprehensive Agreement and excludes the protected award conditions as defined under the *Workplace Relations Act 1996* or are about, incidental to or machinery provisions to protected award conditions within the *Australian Sports Commission Award 2003*, the *Children's Services (Australian Capital Territory) Award 2005* or any other award binding on the Commission.

Note: The protected award conditions are award conditions that are excluded from the Agreement, that would, but for this Agreement, have effect in relation to the employment of employees under this Agreement and relate to the following matters: rest breaks, incentive based payments and bonuses, annual leave loadings public holidays, monetary allowances, loadings for

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working overtime or for shift work, penalty rates, outworker conditions; and any other award conditions specified as protected award conditions in Regulations made under the Act.

4.4 The Chief Executive Officer may, in writing, delegate any of his or her powers or functions under this Agreement other than under this clause for the effective administration of provisions of the Agreement. A person exercising delegated powers or functions under this clause must comply with any directions of the Chief Executive Officer.

4.5 Definitions:

*'ASC' and 'Commission'* means the Australian Sports Commission

*'AIS'* means the Australian Institute of Sport

*'employee'* means any person whose employment by the ASC is covered by the terms of this Agreement

*'immediate family or household 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 adopted child, parent, grandparent, grandchild or sibling of the employee or the spouse of the employee.

### EMPLOYMENT AND RELATED MATTERS

#### 5 EMPLOYMENT CATEGORIES

5.1 Employment categories under this Agreement are ongoing or fixed-term on a full or part time basis or casual employment.

#### 6 FIXED TERM EMPLOYMENT

6.1 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.

#### 7 PART-TIME EMPLOYMENT

7.1 Part-time employment involves less than full-time hours of employment, and part-time employees will receive pay and conditions on a pro rata basis to that of full-time employees. Employees who are in a job sharing arrangement shall be regarded as part-time employees. Approval for part-time employment may be confined to a specified period.

7.2 Within a 4-week work period the pattern of daily hours and/or days of the week set for a part-time employee may be temporarily varied by agreement

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between the employee and their supervisor provided the employee still works their total number of hours over the same 4-week cycle.

- 7.3 If work requirements change such as to warrant a change to the number and/or pattern of working hours the ASC may, in the absence of agreement, require a part-time employee to change hours, provided that hours cannot be increased or reduced by more than 25%, over a 4 week cycle, at one time. The ASC will give reasonable notice to the employee of such a change. Any dispute about a requirement for changed working hours will be settled through the Review of Actions procedure of this Agreement.
- 7.4 Where approval has been given only for a specified period, employees who have switched from full-time work to part-time work have the right to return to full-time work at the expiration of that period. They may return to full-time work before that time, but only if the ASC and, in the case of job sharing, the other party to the arrangement agrees.

### **8 CASUAL EMPLOYMENT**

- 8.1 The terms and conditions of casual employees are limited to those set out in this clause.
- 8.2 Casual employees:
- (i) are to be notified of their casual employment status upon commencement
  - (ii) will be paid an hourly rate and receive a 20 per cent loading on that hourly rate in lieu of entitlements to leave, except for long service leave, or public holidays and the loaded hourly rate applies for all purposes
  - (iii) are to be engaged for a minimum period of 2 hours on each occasion (including on weekends and public holidays)
- 8.3 Casual employees who are 'eligible employees' for overtime purposes (as defined in this Agreement) will be paid at 1.6 times their hourly rate for all hours they are required to work in excess of 10 hours in any single day or more than the 37.5 hours in a week.
- 8.4 If employed as a shift worker, a casual employee is entitled to shift penalties as set out in this Agreement.
- 8.5 Casual employees who have worked with the ASC on a regular and systematic basis for 12 months or more may apply to have their employment status altered from casual to either fixed term or ongoing depending upon the nature and extent of their casual employment and continuing operational requirements. The change in employment status will be at the discretion of the ASC.

### **9 PROBATIONARY EMPLOYMENT**

- 9.1 Employment with the ASC will include an initial period of probationary employment of 6 months. If the employee's performance in this period is not of the required standard the employment may be terminated by the ASC giving one week's notice or payment in lieu.

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- 9.2 An employee whose employment is terminated by the ASC during the period of their probationary employment and who was provided financial assistance for travel and removal costs to relocate from interstate to take up employment may be similarly recompensed up to the amount of \$2,200 if they relocate interstate within one month of their ASC employment ceasing and provided the employment is not terminated as a result of a breach of the ASC Code of Conduct.

### 10 EMPLOYMENT CLEARANCES

- 10.1 Clearances for employment with the ASC will include, but not be limited to the matters contained in the following clauses.
- 10.2 **Medical Examination:** During the first 3 months of employment an employee can be required to undergo a medical examination at the ASC's cost. Continuation of employment will be subject to the employee receiving a satisfactory medical report during this period.
- 10.3 **Working with Children Clearances:** The ASC may at any time require an employee to be cleared by a relevant authority as a person suitable to work with children. Where this is required and the employee does not obtain or hold current such a clearance their employment may be terminated.

### 11 CESSATION OF EMPLOYMENT

- 11.1 Subject to the terms of this Agreement the employment of an employee, other than a casual employee, comes to an end through:
- (i) the employee resigning their employment by giving a period of four weeks' notice or an alternative period agreed by the ASC, or
  - (ii) the ASC terminating the employment by giving a period of four weeks' notice or payment in lieu of that period of notice or such other longer period in lieu of notice as required under the *Workplace Relations Act 1996*.

### 12 ABANDONMENT OF EMPLOYMENT

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

### 13 MISCONDUCT

- 13.1 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 may be considered as misconduct that may result in dismissal.
- 13.2 Nothing in this Agreement prevents the Chief Executive Officer from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu.

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- 13.3 If an employee is charged with a criminal offence in circumstances that might reasonably be held to be relevant to his or her employment, he or she will immediately inform the Chief Executive Officer, who will determine whether the circumstances constitute misconduct.
- 13.4 If an employee is believed to have committed misconduct, or been charged with a criminal offence, sufficiently serious to warrant such action, the Chief Executive Officer may suspend the employee from duty with pay for such period as is reasonably necessary to finalise the matter.
- 13.5 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.

### 14 APPEALS AGAINST TERMINATION OF EMPLOYMENT

- 14.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those under Division 4, Part 12 of the *Workplace Relations Act 1996*, other Commonwealth laws (including the Constitution) and common law.
- 14.2 Termination of, or a decision to terminate employment, cannot be reviewed under the dispute prevention and settlement procedures or the review of actions procedures of this Agreement.

### 15 REDUNDANCY

- 15.1 Fixed term employees are not entitled to the redundancy provisions of this Agreement. For employees other than those employed under a fixed-term employment contract, redundancy situations will be handled as follows:
- (i) the ASC will inform the relevant employees of the situation giving rise to redundancy, the positions affected and the action proposed to resolve the matter, including prospects of continuing ASC employment in another job at the same or lower pay and invite the employees and/or their nominated representative if any to discuss the situation
  - (ii) 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
  - (iii) an employee who cannot be placed in another job will be formally notified in writing that he/she is redundant and given details of benefits to apply on redundancy
  - (iv) a redundancy will take effect 5 weeks from the date of the formal notification to the employee (the notice period), however, if the employee elects to cease employment at any time between the date of formal notice of redundancy and expiration of the notice period the employee will be paid ordinary salary for the unexpired portion of the 5-week notice period in addition to the redundancy payment benefit below.
- 15.2 **Redundancy payment:** An employee who is made redundant shall receive:
- (i) four weeks' base redundancy pay, plus

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- (ii) two weeks' base pay for each year of 'eligible service', including pro rata payment for any periods of service of less than one year, with a minimum payment of four weeks and a maximum payment of 48 weeks' salary
- 15.3 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)
- 15.4 An employee who is made redundant will also be eligible for reimbursement or payment to service providers, which can include the provider of services under the ASC's Employee Assistance Program, of a maximum of \$2200 for professional services in financial advice, personal counselling and job seeking provided the ASC approves in advance the providers and the amounts to be paid. This amount is fixed for the life of this Agreement.
- 15.5 In addition, an employee who is made redundant within two years of commencing employment with the ASC and who on commencement was provided with relocation assistance is entitled to reimbursement or payment to providers of up to \$2200 for travel and removal costs associated with relocating to another city or town of the employee's choice. This amount is fixed for the life of this Agreement.

### **FLEXIBLE JOB ROLES AND WORK ARRANGEMENTS**

## **16 ADAPTING JOBS TO NEW CIRCUMSTANCES**

- 16.1 The responsibilities, skill and competency requirements of every employee's role must be relevant to new and changing operational requirements and circumstances. Accordingly:
- (i) Job descriptions will be reviewed from time to time and changed to reflect operational requirements and developments.
  - (ii) Job roles can be changed on an ongoing or temporary basis to optimise the utilisation of the skills and competencies available within the ASC workforce, enhance our productive capability, facilitate job growth and enhance career development. This may involve re-skilling and assignment to other work.

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16.2 Job changes will be implemented in consultation with the affected employee(s). Where significant organisational and job change is required, redundancy will be the last option after all other possibilities have been explored.

16.3 The Commission's skill and competency-based system of performance appraisal will support the design and re-design of roles, assist the selection and deployment of people and enhance decision-making on employee training, education and development. Progressively all existing job descriptions will be amended to more clearly reflect the required competencies for the role.

### 17 FLEXIBLE WORK ARRANGEMENTS - ORDINARY WORK HOURS

17.1 This Agreement establishes a framework that enables the flexible organisation of work patterns on a daily, weekly or other basis by agreement between an employee and their supervisor. However the nature of some business activities and operations require a fixed, regular pattern of work and attendance.

17.2 Where flexibility in work hours is available, the particular patterns and arrangements adopted should:

- (i) 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 and to the required standard;
- (ii) be implemented having regard to the health, safety and general wellbeing of employees; and
- (iii) not adversely impact on other employees.

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

### 18 ORDINARY WORK HOURS

18.1 The nominal ordinary weekly hours of work required by the ASC of a full time employee shall be an average of 37.5 hours per week plus reasonable additional hours (in accordance with the *Workplace Relations Act 1996*).

18.2 Standard ordinary hours are worked between 6:00 am and 7:00 pm, Monday to Friday and for no more than ten hours in any single day. By agreement between an employee and their supervisor a different pattern of hours and/or days may be worked. This can include the substitution of hours on a Saturday, Sunday and/or public holiday for hours on any other days of the week as part of the ordinary hours without additional claim. An employee should have at least eight days off in any four-week cycle.

18.3 Employees in jobs classified above the 'overtime salary barrier' are expected to work such hours as are reasonably necessary to get the job done without additional claim. Actual hours worked may be flexible according to the demands of the particular job.

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- 18.4 An employee's actual daily starting and finishing times will be as agreed between the supervisor and the employee to suit different circumstances provided operational requirements are the main consideration.
- 18.5 Employees will be provided with time in lieu arrangements appropriate to the nature of their roles, work and operational requirements as well as team and individual circumstances. Ordinary working hours and suitable time in lieu arrangements will be managed at the business unit level.
- 18.6 For employees operating under a fixed-hours system of work, due to the nature of the operation in which they work, the daily and weekly pattern of work will be as set and rostered for their operation.
- 18.7 An employee who works under a fixed-hours system of work and who works longer than five hours continually is entitled to a meal break of 30 minutes. The period of time taken as a meal break will not count as hours worked for any purpose unless by agreement between the employee and the supervisor. Where circumstances result in a meal break of less than 30 minutes, then the untaken component of the 30 minutes will be regarded as hours worked.
- 18.8 An employee working under a flexible-hour system will take meal breaks at such time as is appropriate to meet daily work requirements and their adopted pattern of work.

### **19 OVERTIME, PUBLIC HOLIDAY AND RESTRICTION DUTY**

- 19.1 For overtime duty, public holiday duty and restriction duty payment purposes, employees are 'eligible employees' if the maximum annual salary for their job is \$64,481 (the 'overtime salary barrier') or less.
- 19.2 The 'overtime salary barrier' will be adjusted in line with, and at the time of, all the general salary increases provided under this Agreement.
- 19.3 Where it is considered reasonable to do so, the ASC may provide an employee with a meal or pay a meal allowance of not less than \$16.00.

#### **Overtime Duty**

- 19.4 Unless forming part of an employee's ordinary hours of work, an eligible employee who is directed to work in excess of 37.5 hours in any week or outside the 6 am to 7 pm spread of hours on any day (except shift workers) is eligible for overtime payments. Reasonable notice is required when the ASC directs an eligible employee to work overtime.
- 19.5 On each occasion, overtime duty will be paid at the rate of 1.6 times the employee's ordinary hourly rate (the 'overtime rate') for the hours worked unless:
- (i) overtime payments are annualised and paid fortnightly in equal amounts
  - (ii) an employee and the ASC agree on an amount to be paid as a loading in lieu of overtime
  - (iii) the employee elects to be compensated for the additional hours by taking an equivalent amount of time off in lieu

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- 19.6 Where an employee is called in without notice prior to ceasing work on the previous occasion, the minimum payment for each call-out is two hours plus reasonable travelling time at the overtime rate.
- 19.7 Eligible employees, other than casuals, who are required to work overtime duty on Saturdays, Sundays or public holidays will be entitled to a minimum of three hours' overtime payment provided this duty is not contiguous with ordinary duty.
- 19.8 An eligible part-time employee may be required to work additional hours on any day or in any week to meet specific circumstances arising. The employee will be paid the overtime rate for hours they are directed to work in excess of 37.5 per week or outside the 6 am to 7 pm spread of daily hours.

### **Public Holiday Duty**

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

## **20 Restriction Duty Allowance**

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

## **21 SHIFT WORK**

- 21.1 A shift worker is defined as an employee who is employed under a system of shifts that are continuously rostered over 7 days of each week and who is regularly rostered to work those shifts including on Sundays and public holidays.
- 21.2 Employees engaged under a roster rotation of 10 hour shifts on a 4-days on and 4-days off basis and for which a shorter working year applies are referred to in this clause as '4 on/4 off shift workers'. The shorter working year is part recognition of public holidays worked.
- 21.3 The ordinary hours shall be 300 hours rostered over an 8-week cycle, except for employees working under '4 on/ 4 off' shift roster of 10 hour shifts where the required ordinary hours are 280 hours over an 8-week cycle.

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21.4 A shift worker will be paid penalties for the entire shift as follows, unless shift penalties have been annualised and paid in the form of a loading:

Monday to Friday: 15% for any shift  
Saturday: 60% for any shift  
Sunday: 60% for any shift  
Public holiday: 60% for any shift

21.5 Employees are personally responsible for ensuring that they accurately record any variation to their shift on the approved variation form.

21.6 Shifts may vary from 4 hours to 10 hours in duration. Where working operations allow any shift longer than five hours shall incorporate an unpaid meal break unless by agreement a paid meal break is built into daily shifts.

21.7 Any hours that an employee is directed to work in addition to his or her rostered hours are overtime hours and will be paid accordingly.

### LEAVE AND PUBLIC HOLIDAYS

#### 22 GENERAL

22.1 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.

#### 23 ANNUAL LEAVE

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

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

23.3 **Additional Annual Leave - Shift Workers:** An employee who is employed as a shift worker is also entitled to accrue an additional amount of paid annual leave, at a rate that provides an additional entitlement of 5 days of paid leave for each year of employment as a shift worker.

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

23.5 **Accumulation of annual leave:** Annual leave is cumulative. However an employee must take an amount of annual leave during a particular period if the employee is directed to do so and:

- (i) at the time that the direction is given the amount of annual leave credited to the employee is more than 2-years worth of accumulated entitlement; and

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- (ii) the amount of annual leave that the employee is directed to take is less than or equal to 1/4 of the amount of credited annual leave of the employee at the time that the direction is given.

An employee who attends for work during a period that they have been directed to take leave as annual leave in accordance with this subclause will not be entitled to any additional payments for that attendance unless the employee is directed to attend for work by the ASC in which case the employee will be entitled to be paid the appropriate hourly rate for the time they have been directed to attend work and perform the duties.

### **Payment on cessation of employment**

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

### **Purchasing additional annual leave**

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

### **Half pay leave option**

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

### **Cashing out of annual leave**

- 23.9 Once in each calendar year an employee can elect to 'cash out' either one or two weeks' of annual leave credited to the employee at the time the election is made provided that the employee has already taken or has formally applied for at least two weeks of annual leave in the same calendar year.
- 23.10 The employee must provide a written election to forgo the amount of annual leave.
- 23.11 The employee is entitled to receive pay in lieu of the amount of annual leave at the rate they would otherwise have been paid had they taken the leave at the time that the election is made. The amount of 'cashed out' leave will be deducted from the amount of accrued annual leave credited to the employee.

## **24 PERSONAL / CARER LEAVE**

- 24.1 Personal leave encompasses 'personal sick leave' and 'family / carer leave'.
- 24.2 For family / carer purposes, an employee is entitled to paid leave for each occasion (a permissible occasion) when a member of the employee's immediate family or household requires care or support because of a personal illness, or injury, of the member or because of an unexpected emergency affecting the member.

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- 24.3 An employee will be credited 20 days of personal leave upon commencement of employment and 20 days will be credited to an employee upon each anniversary of their commencement.
- 24.4 Personal leave is cumulative but unused personal leave will not be paid out on the cessation of employment.
- 24.5 An employee is entitled to take personal leave up to the amount of personal leave credited to them at the time of taking the leave subject to the notice and documentation requirements of the ASC.

### **Notice and Documentation Requirements - Personal Leave**

- 24.6 The entitlement to use personal leave is subject to an employee meeting the notice and documentation requirements stipulated by the ASC.

#### **Notice**

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

#### **Documentary evidence**

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

### **Unpaid leave for family/carer purposes**

- 24.7 An employee is entitled to up to 2 days of unpaid personal leave for each permissible occasion only if the employee cannot take paid personal leave or any other authorised paid leave of the same type.
- 24.8 Unpaid family/carer's leave can be taken as a single, unbroken, period of up to two (2) days.

## **25 LONG-TERM ABSENCE ON PERSONAL LEAVE**

- 25.1 Without prejudice to the rights of the employee and subject to medical advice, where it is clear that an employee will be absent from work on personal sick leave for more than 2 weeks, the ASC will assess the need for and, where appropriate, initiate a Return to Work program to assist the employee's 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.
- 25.2 Where appropriate, and without prejudice to the rights of the employee and subject to medical advice, an approved rehabilitation service provider will be

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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. This clause will not operate to reduce any entitlement to personal leave that an employee would be entitled to as a result of the operation of the *Workplace Relations Act 1996*.

- 25.3 Any absence due to personal illness after exhaustion of personal leave credits is without pay except with the agreement of the ASC an employee can use any existing credit of paid annual leave.
- 25.4 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.

### **26 COMPASSIONATE LEAVE**

- 26.1 Compassionate leave is paid leave for the purposes of spending time with a person who is a member of the employee's immediate family or household and has a personal illness, or injury, that poses a serious threat to his or her life; or after the death of a member of the employee's immediate family or a member of the employee's household.
- 26.2 An employee is entitled to a statutory period of 2 days compassionate leave on each occasion, but additional days may be approved at the discretion of the ASC depending upon the circumstances in each instance.
- 26.3 An employee requiring compassionate leave because a member of the employee's immediate family or household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- 26.4 An employee is entitled to compassionate leave only if the employee gives any evidence reasonably required of the illness, injury or death.

### **27 BIRTH, ADOPTION AND SUPPORTING PARTNER LEAVE**

- 27.1 Subject to the provisions of this clause, an employee is entitled to a combined total of paid and unpaid leave of up to 52 weeks in relation to the birth or adoption of a child. The amount of unpaid maternity or adoption leave available is 38 weeks while for supporting partner leave it is 48 weeks. The total paid and unpaid leave available to an employee must be exhausted within 12 months of the birth or adoption of the child.
- 27.2 Unpaid maternity, adoption or supporting partner leave is only available after an entitlement to paid leave has been taken and if the employee is the child's primary care-giver.
- 27.3 Paid birth, adoption and supporting partner leave counts as service for all purposes.

**Maternity Leave**

- 27.4 Maternity leave provisions will mirror those of *the Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time, except that 12 months continuous service with the ASC is required before an employee is entitled to paid maternity leave.
- 27.5 To provide for more flexible administration of maternity leave an employee may elect to either (a) take the 12-week mandatory period of absence at full pay or (b) take an additional 12 weeks on maternity leave without pay, and spread their payment for the 12 week period of required absence over the total period of 24 weeks, at a rate of half normal salary.
- 27.6 The additional leave beyond the mandatory 12 weeks provided in the legislation will not count as service for any purpose.
- 27.7 Where an employee is entitled to paid maternity leave the employee is also entitled to an additional 2 weeks paid leave that counts as service and which is to be taken contiguous with the paid maternity leave. This leave may be taken at half pay but the period beyond 2 weeks will not count as service for any purpose.

**Adoption Leave**

- 27.8 The ASC will grant 14 weeks paid leave to an employee for the purposes of adopting a child provided documentary evidence is submitted on application for leave and the employee's spouse or partner is not taking adoption leave. To be eligible for paid adoption leave an employee must have 12 months continuous service with the ASC prior to the formal application being made for adoption leave.
- 27.9 Up to two weeks of the paid adoption leave may be taken for pre-adoption purposes to attend interviews or examinations required to obtain approval to adopt a child. The balance of the paid leave would be available from the day of placement of an eligible child.
- 27.10 Adoption leave may be taken at half pay but the period of leave beyond 14 weeks will not count as service for any purpose. Alternatively the leave may be taken in broken periods of whole weeks at full pay.
- 27.11 The adopted child (eligible child) must be under the age of 5 years and not have previously lived with the employee for continuous period of six months or more. The adopted child must not be a child or step-child of the employee or the employee's partner unless that child had not been in the custody and care of the employee or the employee's partner for a significant period.

**Supporting Partner Leave**

- 27.12 The ASC will grant 4 weeks of paid leave to an employee upon the birth or adoption of a child provided documentary evidence is submitted on application for leave. To be eligible for paid leave an employee must have 12 months continuous service with the ASC prior to either the birth of a child or prior to the formal application being made for adoption leave.
- 27.13 Supporting Partner Leave does not apply to an employee who is eligible for and takes maternity or adoption leave. It can be taken concurrently with the employee's spouse or partner who is taking maternity or adoption leave.

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- 27.14 Up to two weeks of paid supporting partner leave may be taken for pre-adoption purposes to attend interviews or examinations required to obtain approval to adopt a child. The balance of the paid leave would be available from the day of placement of an eligible child.
- 27.15 This leave may be taken at half pay but the period of leave beyond 4 weeks will not count as service for any purpose. Alternatively the leave may be taken in broken periods of whole weeks at full pay.

### 28 DISCRETIONARY LEAVE

- 28.1 At the discretion of the Chief Executive Officer leave with or without pay may be approved where it is not appropriate that annual leave or other forms of leave be used. The Chief Executive may approve leave for the period requested, or for another period, subject to stated conditions.
- 28.2 Discretionary leave with pay counts as service for all purposes. Discretionary leave without pay does not count as service for any purpose unless the Chief Executive approves the leave as counting as service.
- 28.3 Discretionary leave with pay may be approved for the following purposes:  
participation in State Emergency Services activities;  
absence as a result of a state of emergency;  
required attendance at a tribunal;  
competition leave (national teams), subject to the provisions below;  
other approved purposes.
- 28.4 Discretionary leave without pay may be approved for the following purposes:  
employment in the interests of the ASC;  
full-time study;  
ceremonial purposes;  
caring responsibilities;  
other approved purposes.
- 28.5 When considering applications for discretionary leave with or without pay, the Chief Executive will take into account:  
the amount of leave requested;  
the purpose of the leave and the extent of community contribution involved;  
the employee's personal circumstances;  
the operational implications of the leave.
- 28.6 Annual leave must be taken before leave without pay will be granted and an employee may be required to take long service leave before commencing leave without pay in any case where it is reasonable to do so.
- 28.7 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.

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28.8 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.

### **Competition Leave — National Teams**

28.9 The Chief Executive Officer may grant leave with pay plus reasonable travelling time to an employee who is required to attend an approved event relevant to the ASC:

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

28.10 For the purpose of this clause an approved event means:

- (i) the Olympic Games
- (ii) the Commonwealth Games
- (iii) the Paralympics
- (iv) World Championships

28.11 Where an employee is paid or receives an allowance from any other organisation in respect of an ASC-approved attendance at one of these sporting events, except in payment of travel, accommodation and meal expenses, the pay or allowance must be remitted to the ASC.

## **29 JURY DUTY/CROWN LEAVE**

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

29.2 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.

## **30 DEFENCE RESERVIST LEAVE**

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

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

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

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

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

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- 30.5 Defence Reservists leave, whether with or without pay or on top-up pay, will be regarded as service for all purposes, with the exception that a period or periods of leave without pay in excess of 6 months shall not count as service for annual leave purposes.
- 30.6 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.

### **31 PUBLIC HOLIDAYS**

- 31.1 The following 11 days will be observed as public holidays:
- New Year's Day
  - Australia Day
  - Good Friday
  - Easter Saturday
  - Easter Monday
  - Anzac Day
  - In each State and Territory, the day observed to celebrate the Queen's Birthday
  - The day variously called 'Eight Hour Day', 'Labour Day' or 'May Day' as proclaimed by State and Territory governments
  - Christmas Day
  - Boxing Day
  - An additional day within the Christmas / New Year period, to be a weekday nominated by the ASC.
- 31.2 Where, in any State or Territory, an alternative public holiday is declared for any of the above days, that alternative day shall be the public holiday in that State or Territory.
- 31.3 Additional days may be observed as public holidays in a State or Territory when:
- (i) those days are declared and gazetted under State or Territory law; and
  - (ii) they are observed by the whole of the community in that State or Territory or a prescribed section of the community.
- 31.4 An employee who normally works on a day that is a public holiday will be paid for the regular number of hours that would have been worked on that day. Where a public holiday falls on a day that is not normally worked by an employee there is no entitlement to be paid for that day. Except that, a shift worker (as defined) who is rostered off duty on a public holiday is entitled to a day off in lieu to be taken at a mutually agreed time or to an additional day's pay in lieu (unless these alternative days off are built into the ongoing shift roster).

### **32 CHRISTMAS / NEW YEAR ATTENDANCE**

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- 32.1 Employees will not be required to attend for duty on the 2 days between Christmas and New Year that are not observed or nominated as public holidays and which would otherwise be normal work days under this Agreement. This is subject to:
- (i) operational requirements; and/or
  - (ii) appropriate provisions being in place to deal with any urgent business that may arise, including the ability to access appropriate employees during that time.
- 32.2 These 2 days will be referred to as non-attendance days. They do not constitute or form part of annual leave and they are not public holidays.
- 32.3 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.
- 32.4 An employee who is engaged under a 7-day rotating shift roster and is not rostered for normal duty on one or both of the 'non-attendance' days will be entitled to take the day or days missed at a time mutually agreed with their supervisor.
- 32.5 These 2 non-attendance days will be with pay and count as service for all purposes.

### PERFORMANCE MANAGEMENT

#### 33 EMPLOYEE PERFORMANCE APPRAISAL AND DEVELOPMENT

- 33.1 Employees are required to participate in the skill and competency-based scheme of employee performance appraisal and development.
- 33.2 The skill and competency requirements of a job will be identified within an organisation-wide competency framework.
- 33.3 A formal appraisal process will be undertaken annually. This will be underpinned by routine, regular and constructive feedback throughout the year regarding work performance and work priorities. The formal appraisal will involve a structured discussion to assess and appraise an employee's performance with a focus on competency and competency development.

#### 34 MANAGING UNSATISFACTORY PERFORMANCE

- 34.1 When identified problems with an employee's work performance cannot be resolved satisfactorily in the normal course of day-to-day work, or are of such significance that a formal counselling process is warranted, a formal performance counselling process will be undertaken.
- 34.2 **First warning:** The employee will be informed of the nature of the performance problem(s) and be given a reasonable period of time that is sufficient for the employee to overcome the problem(s) identified. A record of the discussion and of plans to enable the employee to reach and sustain the required work performance standard must be prepared by the supervisor and a copy provided to the employee. The employee and/or the supervisor may

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elect to have another person present at the formal counselling session for support to ensure that the procedures are applied fairly.

- 34.3 **Final warning:** Where the performance issue has not been satisfactorily resolved a final warning in writing will be issued which:
- (i) details the problem(s) that have not been rectified
  - (ii) specifies a reasonable time frame for the employee to reach and sustain the required standard of work performance
  - (iii) advises the likely action that will occur if the employee does not reach and sustain the required standard of work performance including, among other possible actions, that this may be termination of employment without further warning.
- 34.4 If the employee still fails to meet the standard of performance required the ASC will initiate action that, in normal circumstances, will be that identified as part of the final warning and counselling.
- 34.5 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.

### **SALARY ALLOWANCES AND RELATED MATTERS**

#### **35 GENERAL SALARY INCREASES**

- 35.1 The existing salary rate of all employees and their job salary ranges will be increased by 4.2% from the time this Agreement is lodged with the Workplace Authority. Salary rates and salary ranges will be further increased by 4.2% from 1 July in 2008, 2009 and 2010 respectively.
- 35.2 'Salary rate' means the actual salary paid to an employee at the time of each increase. 'Salary range' means the salary range set for an employee's job at the time of each increase.
- 35.3 Each pay increase under this Agreement will be preceded by a consolidated workforce report to the ASC Executive on the implementation and outcomes of the performance management scheme, including employee and manager engagement in its application, overall workforce metrics and analysis and productivity and performance. These reports will be prepared by Human Resources with inputs from the Staff Consultative Group and General Managers.
- Salary determination**
- 35.4 In determining the salary range for a new or existing job the ASC uses a structured system of job analysis to assess the work value of a job compared to other ASC jobs and relevant internal and external employment market data. Budget affordability is also a factor in determining job salaries.
- 35.5 The minimum annual salary payable under this Agreement is \$27,762, adjusted in line with and at the time of all the general salary increases under this Agreement. Based on the minimum annual salary the following junior rates and apprentice rates may apply:
- (i) Junior rates: 18 years and under (80%), 19 and 20 years (90%)

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- (ii) Apprentice rates: 1st year (40%), 2nd year (55%), 3rd year (70%) and 4th year (85%)

35.6 Employees will be advised in writing of the salary range determined for the job they are employed to perform and the salary the employee is to be paid within that range. Movement through the salary range depends on the employee being assessed as fully effective across all aspects and requirements of the role.

### **Individual Salary Reviews**

35.7 Where changes to an employee's role are required by the ASC on an ongoing basis, and the changes involve distinctly higher-level responsibilities and work value, the salary range for their position will be reviewed and may be increased and, if so, the employee's actual salary can be increased but will not be reduced.

35.8 From time to time the nature and extent of changes to a job may mean it is appropriate to advertise the job internally or externally.

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

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

35.10 The minimum qualifying period for payment of a loading is two weeks on each occasion that the higher-level work is undertaken.

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

### **Annualised penalty payments**

35.12 Overtime, shift penalty and other like payments may be annualised for employees eligible for such payments and paid to them as a set amount each payday. 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.

35.13 Where overtime, shift penalties and any other like payments are annualised and paid to an employee each pay, the employee has no other entitlement in relation to these matters.

## **36 ALLOWANCES**

36.1 **First Aid:** Where an employee possesses the required qualifications, the ASC may appoint the employee as a First Aid Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$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. The rate of this allowance may be reviewed and increased from time to time at the discretion of the ASC.

36.2 **Fire and Emergency Services:** Where an employee has undertaken relevant training, the ASC may appoint the employee as a Fire and Emergency

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Services Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$10.00 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. The rate of this allowance may be reviewed and increased from time to time at the discretion of the ASC.

- 36.3 **Health and Safety Representative:** Where an employee has undertaken relevant training, the ASC may appoint the employee as a Worksafe Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$10.00 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. The rate of this allowance may be reviewed and increased from time to time at the discretion of the ASC.
- 36.4 **Harassment Contact Officer:** Where an employee has undertaken relevant training, the ASC may appoint the employee as a Workplace Harassment Contact Officer, subject to the needs of the ASC. In such circumstances the employee shall be paid an allowance determined by the ASC of not less than \$10.00 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. The rate of this allowance may be reviewed and increased from time to time at the discretion of the ASC.
- 36.5 **Remote Locality Allowance:** Employees who have an office based in a Taxation Zone A, Special Zone A or Special Zone B as defined in Schedule 2 of the *Income Tax Assessment Act 1936 (ITAA)* will be considered 'remote based staff'. Special Zone A and B area are defined as those towns within Zone A or B that are more than 250 kilometres by the shortest, practicable surface route to the nearest urban centre with a population of 2500 or more.
- (i) In recognition of the additional costs incurred through living and working in defined remote localities and increased travel requirements, 'remote based staff' will be paid a remote Locality Allowance as follows:
    - (a) Staff employed in 'Taxation Special Zone A' localities will be paid a Remote Locality Allowance of \$3000 per annum.
    - (b) Staff employed in 'Taxation Zone A' localities will be paid a Remote Locality Allowance of \$2000 per annum.
    - (c) Staff employed in 'Taxation Special Zone B' localities will be paid a remote Locality Allowance of \$1000 per annum.
  - (ii) The Remote Locality Allowance will be paid fortnightly. The rate of this allowance may be increased at the sole discretion of the ASC.
  - (iii) When the staff member is on long service leave or other approved leave with pay, the staff member will only be paid the locality allowance for the period (if any) of this leave in which his or her family or other dependants remain in the locality to which the allowance relates.
  - (iv) If an employee leaves the locality in which he or she is employed to perform duty elsewhere and remains away for a continuous period of

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two (2) weeks or more will not be paid the Locality Allowance for the period of the absence from the locality. However, the employee may make application to have the locality allowance reinstated. The ASC will take into consideration the individual's circumstances in making a determination on reinstatement.

- (v) An employee regularly employed on less than a full time basis in one of the prescribed localities and who is entitled to an allowance in accordance with the provisions of this clause will be paid a pro-rata allowance equivalent to the fraction worked.

36.6 **Industry allowances:** Industry allowances shall be incorporated into and paid as part of the employee's normal fortnightly salary.

### 37 SUPPORTED WAGE SCHEME

37.1 The supported wage scheme applies to employees who are unable to perform duties to the competence level required because of a disability and who meet the criteria for receipt of a Disability Support Pension. Any adjustment applies to rates of pay only. Employees will be entitled to the same terms and conditions of employment as other employees. The productive capacity of the employee will be assessed and documented by the Commissioner and an accredited Assessor.

37.2 Reasonable steps will be taken to make changes in the workplace where this will enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

37.3 A person may be employed for a trial period not exceeding 12 weeks to assess their capacity to do a particular job. An additional work adjustment time (not exceeding 4 weeks) may be set.

37.4 Assessment reviews will be conducted annually or earlier on reasonable request of the employee.

### 38 FLEXIBLE REMUNERATION

38.1 Under arrangements determined by the ASC, flexible remuneration will be available to employees in the form of 'salary sacrifice' enabling an employee to elect to take part of their salary in the form of other benefits provided:

- (i) the total employment cost of an individual to the ASC does not increase;
- (ii) any charge such as fringe benefits tax or any other expense such as administrative or transaction costs will be taken into account in determining the value of the salary package;
- (iii) the salary package is structured so that the ASC meets any obligations imposed on it by legislation or other instruments.

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

**39 SUPERANNUATION**

- 39.1 The ASC will advise all new employees that they have options regarding superannuation and provide access to information on the available options.
- 39.2 The choice of complying superannuation funds available for employees will be determined by the ASC and may be limited to funds that accept contributions paid through fortnightly electronic funds transfer (EFT).
- 39.3 An employee's salary for superannuation purposes will be the employee's ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992* except for members of defined benefits schemes.

**CHILD CARE CENTRE**

**40 CHILD CARE CENTRE EMPLOYEES- SPECIFIC CONDITIONS**

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

**Higher Level Work**

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

**First Aid Qualification**

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

**Planning & Programming**

- 40.4 Employees responsible for programming and planning for a group of children shall be allowed up to 3 hours per week away from face to face work with the children in their care. Employees responsible for observing children shall be allowed up to 30 minutes per week away from face to face work with the children in their care. This time is to be spent on planning, preparing, researching and programming activities.
- 40.5 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 / Co-ordinator following discussion with the employee concerned.
- 40.6 Wherever possible non-contact time should be rostered in advance so as to minimise the disruption to the service and the cost impact.

**Rest Pauses**

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- 40.7 An employee including a part-time or casual employee working 4 hours or more on any engagement shall be allowed without deduction of pay a rest period of 15 minutes. The rest periods shall be uninterrupted.
- 40.8 An employee working 6.5 hours or more per engagement shall be allowed without deduction of pay two (2) separate rest periods of 15 minutes. By agreement the employee may forego one rest pause.
- 40.9 No rest pause shall be given or taken within 1 hour of the employee's commencing or ceasing time or within 1 hour before or after a meal or rest break unless by mutual agreement between the employee and their employer.

**Infectious Diseases**

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

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

- 40.11 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.
- 40.12 Provided further that leave taken in accordance with this sub-clause shall not be debited against normal personal leave credits.
- 40.13 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.

**AIS COACHES**

**41 AIS COACHING STAFF - SPECIFIC CONDITIONS**

- 41.1 The following terms and conditions apply exclusively to employees engaged as AIS Coaches. To the extent of any inconsistency between provisions under this clause and the other provisions of this Agreement, the terms and conditions of this clause shall prevail.

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### **Fixed Term Employment - Coaches**

- 41.2 Coaches may be employed on a fixed term, reviewable basis. A fixed term may be extended by agreement between the employer and employee. Typically the fixed term employment of coaches aligns with Olympic cycles but this may vary from time to time.
- 41.3 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.
- 41.4 Where a coach completes a second or subsequent and successive fixed term of employment and each term is a minimum of 12 months duration and the ASC does not offer a further term, the ASC will make a special payment of two (2) weeks pay for each continuous year of service up to a maximum of 20 weeks pay.
- 41.5 Where the ASC terminates the employment of a coach before the expiry of an agreed term for reasons other than performance, conduct or discipline, the redundancy provisions of this Agreement will apply.

### **Hours of work - Coaches**

- 41.6 The hours of work for coaching staff shall be an average of 37.5 hours plus reasonable additional hours per week. Coaches are expected to work such hours as are reasonably necessary to get the job done, without additional claim. Actual hours worked may be flexible according to the demands of the job.
- 41.7 Coaches are entitled to accrue an additional 5 days of annual leave recognising the incidence of weekend and/or public holiday work involved.

### **Vehicles - Coaches**

- 41.8 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. The Head Coach may be required at the discretion of their manager to return the vehicle to the ASC for program use in periods the Coach is on leave for more than 4 weeks.

## **HEALTH, SAFETY AND EMPLOYEE WELLBEING**

### **42 HEALTH AND SAFETY MANAGEMENT**

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

### **43 EMPLOYEE ASSISTANCE PROGRAM**

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

### **44 FACILITIES**

- 44.1 Employees will be provided access to the childcare facility operated by the ASC at the Bruce campus.

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- 44.2 Employees will be allowed to use the ASC's swimming pools (in public hours only), STF weight training room, employee car parks, tennis courts (when available) sports fields and the athletics track at the Bruce campus.
- 44.3 Use of these facilities must be consistent with ASC policy regarding their use and subject to the operating requirements of each facility. Employees have a particular duty of care to themselves and others when using these facilities.

### CONSULTATION AND GRIEVANCE AND DISPUTE RESOLUTION

#### 45 STAFF CONSULTATIVE GROUP

- 45.1 The ASC will maintain a Staff Consultative Group (SCG) as the primary mechanism for consultation with the workforce. The SCG will comprise representatives of the parties to this Agreement and 'staff representatives'. 'Staff representatives' will be employees nominated by their work colleagues from within different work areas of the Commission and as a group will represent a broad cross-section of employees bound by this Agreement. The SCG will be used to facilitate effective communication and consultation on matters concerning the operation of this Agreement.

#### 46 REVIEW OF ACTIONS

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

**47 DISPUTE SETTLEMENT PROCEDURE**

- 47.1 Where a dispute arises about the application of this Agreement a party to the dispute must genuinely attempt to resolve the matter at the workplace level.
- 47.2 Any party to the dispute may choose to be represented at any time in relation to that dispute. During a dispute the employee(s) party to the dispute will continue to perform their duties in accordance with existing custom and practice except where a health and/or safety issue is involved in which case employees will undertake suitable alternative work until that issue is resolved.
- 47.3 All disputes should be dealt with quickly, fairly and cost effectively, with reasonable time given to consideration of the full facts of the dispute before discussions are finalised.
- 47.4 In the first instance an employee, or where they have chosen, their chosen representative will discuss the matter in dispute with the employee's Manager. Where a dispute is not resolved after that process the dispute will be referred to more senior levels of management as nominated by the Chief Executive Officer, and the employee or their chosen representative.
- 47.5 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission (AIRC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 47.6 Where a dispute is referred for mediation and/or conciliation the Commission may confer informally with the parties to the dispute about matters of procedure and do such things as help the parties to the dispute identify and define the matter(s) in dispute and to develop a procedure aimed at a quick, fair and cost effective resolution. The Commission may facilitate direct negotiation between the parties and will maintain confidentiality about all aspects of the dispute.
- 47.7 Where a dispute is referred to the Commission for arbitration the Commission will give the parties to the dispute an opportunity to be heard formally and may make and issue directions regarding the process leading to a decision which the parties to the dispute will abide. The Commission will disregard any admissions, concessions, offers or claims made at conciliation and will provide its decision in writing as quickly as is practicable. The decision will not constitute an order by the Commission under the *Workplace Relations Act 1996*.