



Australian Government

Australian Sports Commission

Enterprise Agreement

2016 - 2019



Contents

TECHNICAL MATTERS	4
1 Title	4
2 Coverage of Agreement	4
3 Duration of Agreement	4
4 Operation of Agreement.....	4
GENERAL EMPLOYMENT MATTERS	5
5 Employment Categories	5
Fixed Term Employment.....	5
Part-Time Employment.....	5
Casual Employment	5
6 Probationary Employment	6
7 Employment Clearances.....	6
Medical Examination	6
Working with Children Clearances.....	6
8 Cessation of Employment.....	6
9 Abandonment of Employment.....	7
10 Breaches of the ASC Code of Conduct.....	7
Suspension from duty	7
11 Appeals against Termination of Employment.....	8
12 Redundancy	8
PRODUCTIVITY AND PERFORMANCE	10
13 Adapting Jobs to New Circumstances	10
Changes affecting individual jobs.....	10
14 Transferring an employee at level	10
15 Employee Performance Management	10
16 Ordinary Work Hours	10
Time in lieu arrangements	11
Fixed Hours Employment.....	11
17 Flexible Employment Arrangements.....	11
18 Overtime, Public Holiday and Restriction Duty and Shift Work.....	11
Eligible employees	11
Meal arrangements	11
Overtime Duty	11
Public Holiday Duty.....	12
Restriction Duty Allowance.....	12
Shift Work	13
LEAVE AND PUBLIC HOLIDAYS	14
19 Annual Leave.....	14
Standard Entitlement	14
Part-time employees.....	14
Additional Annual Leave - Shift Workers	14
Accumulation of and directions to take annual leave	14
Purchasing additional annual leave	14
Half pay leave option	14
Cashing out of annual leave	14
20 Personal / Carer Leave.....	15
Paid Personal / Carer Leave	15
Unpaid leave for Carer purposes.....	15
Notice and Documentation Requirements - Personal / Carer Leave	15
Long-Term Absence on Personal Leave.....	16
21 Compassionate Leave	16
Evidence to be provided	16
22 Parental Leave.....	16
Extended Parental Leave	17
Maternity Leave.....	17
Adoption Leave	17
Kinship Care Placement Leave.....	18
Supporting Partner Leave	18
23 Discretionary Leave	19

24	Long Service Leave	19
25	Community Service Leave	19
	Emergency management duty	19
	Jury / Crown Service	19
26	Defence Reservist Leave	19
27	Public Holidays	20
28	Christmas / New Year Attendance	20
	REMUNERATION AND RELATED MATTERS	21
29	Commencement of new salary ranges	21
30	Salary increases and transition	21
31	Performance-based Salary Advancement or One-Off Performance Payment	21
32	Salary loading or allowance for temporary higher level work	22
33	Allowances	22
34	Remote Locality Allowance	23
35	Access to Facilities	23
36	Superannuation	23
37	Salary Packaging	23
38	Supported Wage Scheme	24
	CONSULTATION, GRIEVANCE AND DISPUTE RESOLUTION TERMS	25
39	Staff Consultative Group	25
40	Consultation Relating to Major Change	25
	Major change	25
	Change to regular roster or ordinary hours of work	26
41	Review of Actions	27
42	Dispute Resolution Terms	27
	SCHEDULE 1 – ASC General Classification and Salaries	29
	Classification Structure and Salary Ranges	29
	TABLE A: ASC Classification and Salaries Structure	29
	SCHEDULE 2 – Casual Swim and Fitness Instructors	31
1	Employment	31
2	Terms and Conditions	31
3	Hours of Work	31
4	Hourly Rates of Pay and Casual Loading	31
	Hourly rates of pay	31
	Casual Loading	32
5	Hourly rate - Group Fitness, Personal Trainer	32
6	Uniforms	32
	SCHEDULE 3 – Child Care Centre Classifications	33
1	Terms and conditions	33
2	Child Care Classifications and Salary Ranges	33
3	Higher Level Work	33
4	First Aid Qualification	33
5	Planning & Programming	34
6	Rest Pauses	34
7	Infectious Diseases	34
	SCHEDULE 4 - Broadband Arrangements for Specified AIS Sport Science / Medicine Professional Positions	35
	Assessment and advancement arrangements	35
	SCHEDULE 5 - Individual Flexibility Agreements Terms	36

TECHNICAL MATTERS

1 Title

- 1.1 This Agreement is called the Australian Sports Commission Enterprise Agreement 2016 - 2019.

2 Coverage of Agreement

- 2.1 This Agreement covers the Chief Executive Officer (the CEO) on behalf of the Australian Sports Commission and employees employed under the *Australian Sports Commission Act 1989* except that this agreement does not cover terms and conditions of:
- (i) substantive ASC executive management employees;
 - (ii) employees substantively holding a position within Grade 8 of the ASC classification structure; or
 - (iii) a person whose salary is paid by another government agency or employer.

3 Duration of Agreement

- 3.1 This Agreement will commence seven days after approval by the Fair Work Commission and it will nominally expire three years from the date of its commencement.

4 Operation of Agreement

- 4.1 Other than terms and conditions applying under the *Fair Work Act 2009* (incorporating the National Employment Standards), the *Australian Sports Commission Act 1989* and other Commonwealth Acts and regulations or instruments made pursuant to all these Acts (as varied), this Agreement exhaustively states the terms and conditions of employment.
- 4.2 There are policies, guidelines and procedures that support the operation of this Agreement. They are not incorporated into and do not form part of this Agreement. Employees should make themselves familiar with these policies, guidelines and procedures which may be varied from time to time and they will apply in the form they are in as at the time of any relevant decision or action. If there is any inconsistency between the policies, guidelines or procedures and the express terms of this Agreement, the express terms of this Agreement prevail.
- 4.3 The CEO 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 CEO.
- 4.4 Definitions:

ASC	means the organisational entity titled the Australian Sports Commission
AIS	means the Australian Institute of Sport (a division of the ASC)
CEO	means Chief Executive Officer
NES	means the National Employment Standards contained in the <i>Fair Work Act 2009</i>
employee	means any person whose employment by the ASC is covered by the terms of this Agreement

GENERAL EMPLOYMENT MATTERS

5 Employment Categories

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

Fixed Term Employment

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

Part-Time Employment

- 5.3 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 except for expense related allowances. 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.
- 5.4 Within a four week work period the pattern of daily hours and/or days of the week set for a part-time employee may be temporarily varied by agreement between the employee and their supervisor provided the employee still works their total number of hours over the same four week cycle.
- 5.5 If work requirements change such as to warrant a change to the number and/or pattern of working hours the CEO may, in the absence of agreement, require a part-time employee to change hours, provided that hours are not increased or reduced by more than 25%, over a four week cycle, at one time. The employee will be given reasonable notice of such a change. Any dispute about a requirement for changed working hours will be settled through the Review of Actions procedure [Clause 41] of this Agreement.
- 5.6 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 CEO and, in the case of job sharing, the other party to the arrangement agrees.

Casual Employment

- 5.7 Unless otherwise specified, the terms and conditions of casual employees are limited to those set out in clauses 1 to 4 (inclusive); sub-clauses 5.7 to 5.11; clauses 7, 11, 17, 24, 26, 30, 35 to 39 and agreement terms that are mandatory under the *Fair Work Act 2009*. All terms and conditions for casual Swim and Fitness Instructors are prescribed in Schedule 2 to this Agreement.
- 5.8 Casual employees:
- (i) are to be notified of their casual employment status upon commencement;
 - (ii) will be paid an hourly rate and receive a 25 per cent loading (the casual loading) on that hourly rate in lieu of entitlements to Annual Leave, paid Personal/Carers leave and public holidays on which the employee is not rostered to work and the loaded hourly rate applies for all purposes;
- will be paid not less than two hours pay for the total hours of casual duty performed on any given day for the ASC. However, a minimum payment will not apply if casual duty is performed within a period in which the person is otherwise

already employed to perform duty for the ASC, or is otherwise engaged in another capacity in ASC activities.

- 5.9 Casual employees who are 'eligible employees' for overtime purposes (as defined in this Agreement at clause 18.1) 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.
- 5.10 If employed as a shift worker (as defined at clause 18.16 of this Agreement), a casual employee is entitled to shift penalties prescribed at clause 18.19.
- 5.11 Subject to the provisions of the NES and associated qualifying requirements, casual employees are entitled to:
- (i) two days unpaid carer's leave and two days unpaid compassionate leave per occasion;
 - (ii) unpaid parental leave;
 - (iii) unpaid community service leave (except paid jury service);
 - (iv) to have a day off on a public holiday, unless reasonably requested to work by the employer;
 - (v) request flexible work arrangements.

6 Probationary Employment

- 6.1 Employment with the ASC will include an initial period of probationary employment of six months. Either party may end the employment at any time in this period. The CEO can terminate the employment by giving one week's notice or payment in lieu and the provisions of sub-clause 15.2 (Employee Performance Management) have no application.
- 6.2 If employment is terminated during probation by the CEO, the employee may receive financial assistance of up to \$2,200 to assist them relocate interstate in order to take up other employment. This assistance is available if the employee was financially assisted in moving to the ACT to take up ASC employment in the first instance. This assistance is available up to one month after termination.

7 Employment Clearances

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

Medical Examination

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

Working with Children Clearances

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

8 Cessation of Employment

- 8.1 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 CEO; or
 - (ii) the CEO terminating the employment by giving a period of four weeks' notice or payment in lieu of that period of notice or such other longer period in lieu of notice as required under the *Fair Work Act 2009*.
- 8.2 The ASC may withhold payment of final monies in the event that an employee has not returned to the ASC on or before the date of cessation any ASC property held by the employee.

9 Abandonment of Employment

- 9.1 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 CEO that the absence was, in all the circumstances, reasonable.
- 9.2 The abandonment will be effective from the commencement of the absence.

10 Breaches of the ASC Code of Conduct

- 10.1 ASC employees are subject to the ASC Code of Conduct when performing their duties within Australia or overseas, and this includes representational duties. Actions that may be taken by the CEO are set out below. Where an employee is found to have engaged in serious misconduct the CEO may terminate their employment.
- 10.2 Where an employee has allegedly engaged in conduct that may have potentially breached the ASC Code of Conduct, the CEO may, at any time prior to, or during, the process of determining whether the employee has breached the ASC Code of Conduct:
- (i) suspend the employee with or without pay as set out below;
 - (ii) temporarily re-assign or modify duties; or
 - (iii) assign a new work location.

Suspension from duty

- 10.3 An employee suspected of having potentially breached the ASC Code of Conduct may be suspended by the CEO from performing duty with or without pay where the suspension is in the public interest, the ASC's interests, the interests of other employees or where an employee loses a qualification or regulatory approval or license that is essential to their employment.
- (i) An additional factor to be considered when making a decision to suspend an employee from duty without pay is the seriousness of the suspected misconduct and whether the sanction imposed might be termination of employment if the suspected misconduct was determined to be a breach of the Code of Conduct.
- 10.4 Where an employee is suspended with or without pay for more than 30 days the CEO will review the grounds for suspending the employee, and if warranted shall direct the employee to recommence all or part of the employee's duties at a location to be determined by the CEO or the CEO may inform the employee that the employee will remain on suspension with or without pay. Where an employee is to remain on suspension the CEO will set out a review date of not more than 30 days from the date of the decision to continue the suspension. At any time an

employee may make a written request to the CEO to have the employee's suspension reviewed.

- 10.5 Where the suspension is without pay, the maximum period is generally to be no more than 30 days but a longer period of suspension without pay is permitted only where there are exceptional circumstances. However, a suspension must end:
- (i) immediately when the CEO no longer believes, on reasonable grounds, that:
 - a) the employee has, or may have, breached the ASC Code of Conduct, or
 - b) that it is in the public interest, or the ASC's interest, to continue the suspension; and
 - (ii) as soon as any sanction is imposed for the relevant breach of the ASC Code of Conduct.
- 10.6 Where allegations against an employee who has been suspended without pay are not subsequently proven, the employee will be paid the ordinary salary not paid to them during the period of suspension excluding any period of paid leave taken and less income from any other entity received during the suspension period. The employee will be re-credited leave taken during the suspension period.

11 Appeals against Termination of Employment

- 11.1 The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those under the *Fair Work Act 2009*, other Commonwealth laws (including the Constitution) and common law.
- 11.2 Termination of, or a decision to terminate employment, cannot be reviewed under the Review of Actions procedures [Clause 41] or the Dispute Resolution Terms [Clause 42] of this Agreement.

12 Redundancy

- 12.1 Employees (other than casual employees) are entitled to the redundancy provisions of this Agreement if their employment is terminated by the CEO for reasons of redundancy. This includes 'fixed term' employees whose employment is terminated by the CEO for reasons of redundancy before their fixed term of employment reaches its specified end date.
- 12.2 Redundancy situations will be handled as follows:
- (i) The ASC will inform the relevant employees of the situation giving rise to redundancy; the positions affected and the action proposed to resolve the matter, including prospects of continuing ASC employment in another job at the same or lower pay and invite the employees and/or their nominated representative if any to discuss the situation.
 - (ii) An employee is no longer potentially redundant if:
 - a) the ASC can place them in another suitable position that is within the same grade as the grade for their existing position; or
 - b) the ASC offers a suitable position in a grade that is lower than the grade of their existing one and the employee chooses to accept this.
 - (iii) An employee who cannot be redeployed in accordance with 12.2(ii) will be formally notified in writing that he/she is redundant and given details of benefits to apply on redundancy.
 - (iv) A redundancy will take effect five 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.

12.3 Redundancy payment: An eligible employee who is made redundant shall receive:

- (i) four weeks' base redundancy pay, plus
- (ii) two weeks' base pay for each year of 'eligible service', including pro rata payment for any periods of service of less than one year, with a minimum payment of four weeks and up to a maximum payment of 48 weeks' salary

12.4 For the purposes of this clause:

- (i) 'eligible service' means service with the ASC and prior Government service as defined in section 10 of the *Long Service Leave (Commonwealth Employee) Act 1976*.
- (ii) for periods of eligible service to count for severance pay:
 - a) there must have 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 or employing entity was made and accepted by the employee before ceasing employment with the preceding employer; and
 - b) service with a former employer or employing entity was not terminated because of redundancy; 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).

12.5 An employee who is made redundant will 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 \$2,200 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.

12.6 In addition, an employee who is made redundant within two years of commencing employment with the ASC and who on commencement was provided with relocation assistance is entitled to reimbursement or payment to providers of up to \$2,200 for travel and removal costs associated with relocating to another city or town of the employee's choice. This amount is fixed for the life of this Agreement.

PRODUCTIVITY AND PERFORMANCE

13 Adapting Jobs to New Circumstances

Changes affecting individual jobs

- 13.1 The responsibilities of the position that an employee is employed to perform may be reviewed and altered by the ASC to ensure that the position and the employment of the employee remains appropriate to new and changing operational requirements and circumstances of the organisation.
- 13.2 The need for and the nature and extent of changes necessary will be determined and finalised by the CEO after discussion with the affected employee or employees about the need for changes.

14 Transferring an employee at level

- 14.1 To meet new or changing operational requirements, the ASC may, after consultation with the affected employee, transfer an employee 'at level' on a temporary or ongoing basis, to another position that the employee has the requisite capability to perform. In such instances, the position previously occupied by the employee will still be required for operational reasons and can be filled by another employee on a temporary or ongoing basis depending on the transfer status of the initial job holder.
- 14.2 'At level' means to a position within the same grade in the ASC classification structure as the employee's existing position and at the same salary level within the grade.

15 Employee Performance Management

- 15.1 All employees must participate in the ASC scheme for managing individual work planning and performance assessment
- 15.2 Where an employee's work performance and/or workplace behaviours are not considered by the ASC to be of an acceptable standard, these matters will be addressed through a performance management process. Further information is in the Employee Performance Management Policy.

16 Ordinary Work Hours

- 16.1 The ordinary weekly hours of a full time employee shall be an average of 37.5 hours per week plus reasonable additional hours.
 - (i) Ordinary hours of work will be averaged over a 12 month period.
 - (ii) Unless otherwise agreed as part of the flexible arrangement of work patterns, ordinary hours are worked between 6:00 am and 7:00 pm, Monday to Friday and for no more than ten hours in any single day.
 - (iii) Employees in positions classified above Grade 4 are expected to work such hours as are reasonably necessary to get the job done without additional claim. Actual hours worked may be flexible according to the demands of the particular job.
- 16.2 With the approval of their manager an employee can adopt a different pattern of ordinary hours and/or the days on which they are 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.

- 16.3 An employee's actual daily starting and finishing times may be varied to suit individual circumstances subject to the approval of the employee's supervisor having regard to operational requirements.
- 16.4 An employee working under a flexible hours arrangement will take meal breaks at such time as is appropriate to meet daily work requirements and their adopted pattern of work.

Time in lieu arrangements

- 16.5 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.

Fixed Hours Employment

- 16.6 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.
- 16.7 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.

17 Flexible Employment Arrangements

- 17.1 Employees may request, but are not automatically entitled to receive, flexible employment arrangements in accordance with the provisions of the NES, or for other personal circumstances.
- 17.2 An employee must have at least 12 months of continuous qualifying service with the ASC to request flexible work arrangements, but the CEO may waive this requirement in exceptional circumstances.

18 Overtime, Public Holiday and Restriction Duty and Shift Work

Eligible employees

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

Meal arrangements

- 18.2 Where it is considered reasonable to do so, the ASC may provide an employee with a meal or pay a meal allowance of \$16.00.

Overtime Duty

- 18.3 Overtime is separate to the flexible working of ordinary hours.
- 18.4 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) will be paid overtime payments. Reasonable notice is required when the ASC directs an employee to work overtime.

Overtime rate

18.5 On each occasion, overtime duty will be paid at the rate of 1.6 times the employee's ordinary hourly rate (the 'overtime rate') for the hours worked unless:

- (i) an employee and the ASC agree on an amount to be paid as a loading in lieu of overtime; or
- (ii) the employee elects to be compensated for the additional hours by taking an equivalent amount of time off in lieu.

Annualised penalty payment

18.6 Where overtime is a regular, frequent requirement of a person's employment, overtime entitlements may be annualised and paid fortnightly in equal amounts.

18.7 Where overtime payments are annualised and paid to an employee each pay, the employee has no other entitlement to overtime recompense. The amount may be reviewed half-yearly or reviewed and changed at any time there is a substantial change in the circumstances that gave rise to it being approved.

Minimum call-out payment

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

Minimum weekend / public holiday payment

18.9 Eligible employees, other than casuals, who are required to work overtime duty on Saturdays, Sundays or public holidays will be entitled to a minimum of three hours' overtime payment provided this duty does not immediately precede or follow ordinary duty.

Part time employees

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

Public Holiday Duty

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

Restriction Duty Allowance

18.12 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.

18.13 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.

18.14 Eligible employees who are required to perform duty while restricted will be paid overtime and not the restricted duty allowance for the period of such duty unless the employee is in receipt of an payment for restricted duty that is annualised and paid fortnightly in which case the fortnightly amount will not be adjusted in respect of a period of overtime duty performed.

18.15 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.

Shift Work

18.16 A shift worker is defined as an employee who is employed under a system of shifts that are continuously rostered over seven days of each week and who is regularly rostered to work those shifts including on Sundays and public holidays.

18.17 Employees engaged under a roster rotation of 10 hour shifts on a four days on and four 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.

18.18 The ordinary hours shall be 300 hours rostered over an eight 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 eight week cycle.

18.19 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

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

18.21 Shifts may vary from four hours to ten 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.

18.22 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.

18.23 Where shift penalties are a regular, frequent requirement of a person's employment, these may be annualised and paid fortnightly in equal amounts.

18.24 Where shift penalty payments are annualised and paid to an employee each pay, the employee has no other entitlement to shift penalty payments. The amount may be reviewed half-yearly or reviewed and changed at any time there is a substantial change in the circumstances that gave rise to it being approved.

LEAVE AND PUBLIC HOLIDAYS

19 Annual Leave

Standard Entitlement

19.1 Annual leave accrues daily on a pro-rata basis at a rate that provides a total entitlement of 20 days of paid leave for each completed year of ASC service excluding any periods of leave not to count as service. Annual leave will be available for use as it accrues.

Part-time employees

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

Additional Annual Leave - Shift Workers

19.3 An employee who is employed as a shift worker accrues additional annual leave up to five days for each year of service they are employed as a shift worker.

Accumulation of and directions to take annual leave

19.4 Annual leave is cumulative.

- (i) A credit of more than two years leave entitlement will be considered excessive.
- (ii) An employee who accumulates more than two years credit of annual leave may be directed to take leave where it is reasonable to do so. This includes a reasonable notice period before the leave is to be taken having regard to the employee's circumstances and operational requirements.

Purchasing additional annual leave

19.5 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

19.6 Subject to operational requirements, employees may be permitted to take annual leave entitlements at half pay thereby doubling the period of absence.

Cashing out of annual leave

19.7 An employee can elect to 'cash out' some of their annual leave credit provided that on each separate occasion of cashing out leave the employee retains a minimum of four weeks credit.

- (i) For each separate occasion the employee must provide a written election to forgo the amount of annual leave.
- (ii) The employee is entitled to receive pay in lieu of the amount of annual leave at the rate they would otherwise have been paid had they taken the leave at the time that the election is made.

20 Personal / Carer Leave

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

Paid Personal / Carer Leave

20.1 Personal / Carer Leave encompasses 'personal sick leave' for an employee and leave for 'carer purposes' if the leave is taken for the following purposes:

- (i) the employee is not fit for work because of a personal illness, or personal injury, effecting the employee; or
- (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's immediate household who requires care or support because of:
 - a) personal illness or personal injury affecting the member; or
 - b) an unexpected emergency affecting the member.

20.2 An employee will be credited 20 days of paid Personal / Carer Leave upon commencement of employment and 20 days will be credited to an employee upon each anniversary of their commencement.

- (i) In circumstances where an employee is engaged under a fixed term arrangement for a period of less than 12 months, personal / carer leave will be credited on a pro rata basis.

20.3 Personal / Carer Leave is cumulative but unused personal leave will not be paid out on the cessation of employment.

Unpaid leave for Carer purposes

20.4 An employee is entitled to up to two days of unpaid leave for each permissible occasion for carer purposes only if the employee has exhausted their entitlement to paid Personal / Carer Leave.

20.5 Unpaid leave for carer purposes can be taken as a single, unbroken period of up to two days.

Notice and Documentation Requirements - Personal / Carer Leave

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

Notice

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

Documentary evidence

- (ii) Documentary evidence acceptable to the ASC must be provided. An acceptable 'medical certificate' includes certificates supplied by certified medical practitioners and any other licensed health service practitioner. In some circumstances where the employee is unable to obtain a medical certificate and the reason for this is acceptable to the ASC, a 'statutory declaration' may be accepted by the ASC.

- (iii) Employees may use up to five days personal leave in each service year without providing the required documentary evidence provided that no single period exceeds two days. Once this limit is reached, further absences without the required documentary evidence will be deemed to be leave without pay.

Long-Term Absence on Personal Leave

- 20.7 Without prejudice to the rights of the employee and subject to medical advice, where it is clear that an employee will be or has been absent from work on personal sick leave for more than two working weeks or where repeated, short term absences for personal sick leave are taken, the ASC will assess the need for and, where appropriate, initiate a Return to Work program to assist the employee's return to productive work. For the purpose of this assessment, the ASC can 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.
- 20.8 Where appropriate, and without prejudice to the rights of the employee and subject to medical advice, the ASC can appoint an approved rehabilitation service provider at ASC expense. Employees are required to cooperate with all reasonable attempts by the ASC to establish and implement a Return to Work program including to cooperate with an appointed rehabilitation service provider.
- 20.9 Without prejudice to the rights of the employee, and subject to medical advice and the provisions of the *Fair Work Act 2009*, the ASC may terminate employment at that time if the employee is unable to return to normal work within a reasonable time.
- 20.10 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.

21 Compassionate Leave

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

- 21.1 For the purposes of *spending time* with a person who is a member of the employee's immediate family or household and has a personal illness or injury that poses a serious threat to his or her life, or after the death of a member of the employee's immediate family or a member of the employee's household, an employee is entitled to:
 - (i) Two days paid compassionate leave to *spend time* with the ill or injured person and this can be taken at any time while the illness or injury threatening the person's life persists; and
 - (ii) Two days of paid leave to attend the person's funeral and matters directly related to this.

Evidence to be provided

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

22 Parental Leave

- 22.1 Subject to the provisions of this clause, an employee is entitled to a combined total of paid and/or unpaid leave of up to 52 weeks in relation to the birth or adoption of

a child. The total paid and/or unpaid leave available to an employee must be exhausted within 12 months of the birth or adoption of the child.

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

22.2 Where an employee has an entitlement to paid parental leave, this must be exhausted before unpaid maternity, adoption or supporting partner leave can be taken.

22.3 Paid birth, adoption and supporting partner leave counts as service for all purposes. In relation to maternity leave the first 12 weeks of leave counts for service whether or not the leave is paid or unpaid.

Extended Parental Leave

22.4 On ending the initial 52 weeks of maternity or parental leave, an employee may request 'extended unpaid parental leave' in accordance with the relevant provisions of the NES.

Maternity Leave

22.5 Maternity leave provisions will mirror those of *the Maternity Leave (Commonwealth Employees) Act 1973* (the Maternity Leave Act), 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.

22.6 Consistent with the Maternity Leave Act, the total period of 52 weeks leave includes a paid leave entitlement of up to 12 weeks (the paid leave period) depending on the employee's particular circumstances.

22.7 Where an employee is entitled to a paid leave period under 22.5 the employee will also be entitled to an additional two weeks of paid leave within the total 52 week period which is to be taken contiguous with the paid leave period.

22.8 To provide for more flexible administration of maternity leave an employee may elect to take their combined entitlement to the paid leave period under 22.5 and the additional two weeks under 22.7 either at:

- (i) full pay for the entire period of the absence; or
- (ii) half pay, thereby doubling the period of absence, provided that the additional period of absence this creates will not count as service for any purpose.

Adoption Leave

22.9 An employee with 12 months continuous service in the ASC who is the adoptive parent of a newly adopted child (as determined by the *Fair Work Act 2009*) is entitled to a maximum of 52 weeks unpaid leave (not to count as service) from the date of the placement of the child. The maximum period of 52 weeks is reduced by any period of paid leave taken under clause 22.11 below.

22.10 The newly adopted child:

- (i) must be, or will be under 16 years at the day of placement, or the expected day of placement;
- (ii) must not have, or will not have lived continuously with the employee for a period of six months or more as at the day of placement; and

(iii) must not be a child or step child of the employee or the employee's spouse or de facto partner.

22.11 Consistent with entitlements under Maternity Leave, where the employee is the primary care-giver of an adopted child is under the age of five years, the employee is entitled to 14 weeks paid leave from the date of the placement of the child provided documentary evidence is submitted upon application for leave and the employee's spouse or partner is not also taking Adoption Leave.

22.12 Paid adoption leave may be taken at half pay but the period of leave beyond 14 weeks will not count as service for any purpose. Alternatively the leave may be taken in broken periods of whole weeks at full pay.

22.13 Up to two weeks of the paid or unpaid adoption leave may be taken for pre-placement purposes to attend interviews, examinations or legal proceedings. The balance of the paid leave would be available from the day of placement of an eligible child.

Kinship Care Placement Leave

22.14 For an employee with 12 months continuous service in the ASC who is the primary caregiver for a child that is placed with the employee under a Permanent care order issued by a relevant authority under State or Territory legislation (a Kinship care placement), the same leave entitlements applicable to the adoption of a child will apply except that:

(i) the entitlement to leave exists only while the Permanent Care Order remains in operation and the employee has not previously provided care for the child under some other arrangement;

(ii) there is no additional entitlement if there is more than one child placed with the employee;

(iii) the employee must be the primary caregiver of the child placed in the employee's care at all times during the leave period.

Supporting Partner Leave

22.15 The ASC will grant four weeks of paid leave to an employee upon the birth, adoption or kinship placement of a child provided documentary evidence is submitted upon application for leave. To be eligible for paid supporting partner leave an employee must have 12 months continuous service with the ASC. In the event that the employee's qualifying service is reached during the period in which supporting partner leave can be accessed, the employee is entitled to the remaining balance of the leave.

22.16 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.

22.17 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.

22.18 This leave:

(i) may be taken at half pay but the period of leave beyond four weeks will not count as service for any purpose;

(ii) may be taken in broken periods of whole weeks (being five consecutive working days) at full pay;

- (iii) must be taken within eight weeks of the birth or adoption, unless it is essential and unavoidable that the employee undertake some period or periods of work in this time that would prevent the employee from utilising their full entitlement to this leave, in which case up to a further (contiguous) month may be allowed in which the leave entitlement is to be exhausted.

23 Discretionary Leave

- 23.1 At the discretion of the CEO leave with or without pay may be approved where it is not appropriate that annual leave or other forms of leave be used. The CEO may approve leave for the period requested, or for another period, subject to stated conditions.
- 23.2 Discretionary leave with pay counts as service for all purposes. Discretionary leave without pay does not count as service for any purpose unless the CEO approves the leave as counting as service or unless otherwise required by legislation.

24 Long Service Leave

- 24.1 The entitlements of ASC employees to long service leave are provided under the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 24.2 An eligible employee may access Long Service Leave for a minimum period of seven calendar days at full pay or 14 calendar days at half pay, with the granting of such leave subject to operational requirements. Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

25 Community Service Leave

Emergency management duty

- 25.1 In accordance with section 108 of the Fair Work Act 2009, leave for participation in voluntary emergency management duties, including training, emergency service responses and reasonable recovery time will be approved. The CEO may determine whether any or all leave taken will be with pay.

Jury / Crown Service

- 25.2 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. 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. Monies received for meals, accommodation and/or incidentals are to be retained by the employee.

26 Defence Reservist Leave

- 26.1 Employees engaged by the Department of Defence in Defence Reservist peacetime training and deployment activities shall be entitled to:
 - (i) four weeks (20 working days or 28 calendar days) leave on full pay each year for Reservists undertaking Defence service; and
 - (ii) an additional two weeks paid leave to allow for a Reservists' attendance at recruit/initial employment training.
- 26.2 Defence leave entitlements may accumulate, and be taken, over a two year period but this does not include the additional two weeks in the initial year of service.

- 26.3 The ASC may also approve additional leave for Defence service, either on a paid, unpaid or top-up pay basis.
- 26.4 Reservists will not be required to pay any tax-free Reserve salary to the ASC.
- 26.5 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.
- 26.6 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.

27 Public Holidays

- 27.1 The ASC will observe the public holidays as set out in the NES.
- 27.2 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).

28 Christmas / New Year Attendance

- 28.1 Employees will not be required to attend for duty between Christmas and New Year on days that are not observed as public holidays and which are days they would normally work. This is subject to operational requirements.
- 28.2 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.
- 28.3 An employee who is engaged under a seven 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 at a time mutually agreed with their supervisor.
- 28.4 These non-attendance days will be with pay and count as service for all purposes.

REMUNERATION AND RELATED MATTERS

29 Commencement of new salary ranges

- 29.1 On commencement of this Agreement the salary ranges for each grade in the classification structures prescribed in Schedule 1 and Schedule 3 will commence to apply. This clause does not apply to employment categories covered under Schedule 2 (Swim and Fitness Instructors).

30 Salary increases and transition

- 30.1 On commencement of this Agreement the annual base salary paid to an employee immediately prior to the Agreement's commencement will be increased by two percent. This clause does not apply to hourly rates of pay for casual employment, including employment categories under Schedule 2 (Swim and Fitness Instructors).

Salary point within grade salary range

- 30.2 An employee's salary point within the salary range for the grade of their position will be their salary as adjusted for the initial general pay increase subject to clause 30.3 below.

Adjusted salary below the new minimum salary - transition

- 30.3 If after the initial general salary increase has been applied an employee's salary is below the minimum salary of the range prescribed for the grade of their position, their salary will be further increased up to the minimum salary. This clause does not apply to casual employment or employment categories covered under Schedule 2 (Swim and Fitness Instructors).

Further general salary increases

- 30.4 Except for employees whose salary is above the maximum salary prescribed for the grade of their position, a general increase of 2.0% to base salaries will apply:
- (i) 12 months after commencement of the Agreement; and
 - (ii) 24 months after commencement of the Agreement.

Adjustment of salary range minimums and maximums

- 30.5 The salary ranges prescribed in Schedules 1 and 3 will be adjusted in line with the increases prescribed in clause 30.4 above.
- 30.6 An employee who is paid a salary above the maximum of the range prescribed for the grade of their position will not be eligible for general salary increases under clause 30.4 until such time as the maximum salary for the applicable grade reaches or exceeds the employee's actual salary.

31 Performance-based Salary Advancement or One-Off Performance Payment

- 31.1 Performance-based salary advancement through the salary range of the grade or classification applicable to an employee's position or payment of a flat amount will occur once annually, in November each year commencing in 2016 in accordance with sub-clauses 31.3 or 31.4 below. Entitlement in each instance is subject to the employee:
- (i) completing a new annual performance agreement;

- (ii) having had a formal review of performance against their annual performance agreement and the ASC work level standards for the grade of their position and their performance has been assessed at a satisfactory level as a minimum;
 - (iii) not having been the subject of 'underperformance' counselling during the previous performance cycle or where such counselling was initiated the employee's manager being satisfied that acceptable performance has resumed and is sustained;
 - (iv) not being within their probationary employment period.
- 31.2 None of the provisions of clause 31 apply to casual employment, including employment categories under Schedule 2 (Swim and Fitness Instructors), or to post-graduate scholars for which salary ranges do not apply.

Employees eligible for salary advancement

- 31.3 Subject to meeting the criteria set out at clause 31.1 above, employees paid an annual salary that is less than the maximum salary of the range prescribed for the grade or classification of their position will be eligible to have their salary increased by one percent once each year up to the maximum salary for the applicable grade or classification. The increase will apply from the commencement of the first full pay cycle that occurs on or after 31 October each year.

Employees eligible for a one-off performance payment

- 31.4 Employees paid an annual salary that is at or above the maximum salary of the range prescribed for the grade or classification of their position will not be eligible to have their annual salary increased under sub-clause 31.3 above.
- 31.5 Instead, and subject to meeting the criteria set out at clause 31.1 above, such employees will be eligible to receive a one-off pre-tax payment equivalent to one percent of the maximum salary prescribed for the grade or classification of their position. This payment will not count as salary for any purpose. The payment will be made in the first full pay cycle that occurs on or after 31 October each year.

32 Salary loading or allowance for temporary higher level work

- 32.1 The ASC may approve a salary loading or allowance for an employee acting in a position at a higher grade.
- 32.2 An employee must perform the higher level work for a period of 6 or more consecutive working days (inclusive of public holidays) before qualifying for payment of a loading. If the qualifying period is met the loading will be paid for the whole period that the higher level work is required to be undertaken.
- 32.3 The ASC may specify that an approved loading or allowance will not count for superannuation purposes in relation to a defined benefit scheme or for severance pay purposes.

33 Allowances

- 33.1 An allowance of \$11.00 per week will be paid to an employee who is assigned by the ASC to undertake the role of a First Aid Officer, Fire Warden, Health and Safety Representative or a Harassment Contact Officer. An allowance will be paid in respect of each role assigned to an employee.
- 33.2 Assignment to a role and payment of the allowance is subject to the employee undertaking required training and refresher training and in the case of a First Aid Officer, maintaining the minimum required qualifications at senior first aid officer level. Payment will only be made while the employee is undertaking all the

responsibilities associated with the role and there is a continuing operational need for the person to remain appointed to the role.

34 Remote Locality Allowance

- 34.1 An employee recruited locally to a designated remote locality does not have automatic access to remote locality provisions. Employees recruited from outside these localities may have access to a remote locality allowance as approved by the CEO.
- 34.2 Where an employee is paid a remote locality allowance, the allowance will be taxable.

35 Access to Facilities

- 35.1 Employees based in Canberra will be provided priority access to the childcare facility operated by the ASC at the Bruce campus.
- 35.2 Employees located at the Bruce campus will be provided with access to free, on-site car parking subject to operating requirements.
- 35.3 Subject to availability, employees located at the Bruce campus will be allowed to use the ASC's public swimming facilities during public access times, the athlete's Strength and Conditioning Gymnasium, tennis courts, sports fields and the athletics track free of charge.
 - (i) Access to and the use of these facilities must be consistent with ASC policy regarding their use and at all times subject to the ASC's business needs and the operating requirements of each facility. Employees have a particular duty of care to themselves and others when using facilities made available to them.

36 Superannuation

- 36.1 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).
- 36.2 The ASC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 36.3 An employee's salary for superannuation purposes will be the employee's ordinary time earnings within the meaning of the *Superannuation Guarantee (Administration) Act 1992* except for the Commonwealth Superannuation Scheme (CSS), the Public Sector Superannuation Scheme (PSS) and the Public Sector Accumulation Plan (PSSap).

37 Salary Packaging

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

- 37.2 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.

38 Supported Wage Scheme

- 38.1 The Supported Wage Scheme (SWS) 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.
- 38.2 Employees to whom this clause applies will be paid the applicable percentage of the relevant salary for which the employee is engaged under this Agreement relevant to the employee's assessed capacity to perform the work, provided that the amount payable will not be less than the minimum prescribed by the relevant Government body.
- 38.3 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 by an accredited Assessor in accordance with the SWS and documented in an Assessment Instrument and lodged with the relevant Government body.
- 38.4 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 four weeks) may be set.
- 38.5 Assessment reviews will be conducted annually or earlier on reasonable request of the employee.

CONSULTATION, GRIEVANCE AND DISPUTE RESOLUTION TERMS

39 Staff Consultative Group

- 39.1 The ASC will maintain a Staff Consultative Group (SCG) as a forum for general consultation and communication between management, staff and their representatives to consider matters related to:
- (i) the application, interpretation or implementation of this Agreement and related employment policies and guidelines; and
 - (ii) issues that have the potential to impact employees generally in their employment.
- 39.2 Detailed arrangements relating to the operation of the SCG will as determined from time to time by the SCG.

40 Consultation Relating to Major Change

- 40.1 This term applies if the employer:
- (i) has made a definite decision to introduce a *major change* to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 40.2 For major change referred to in Clause 40.1(i):
- (i) the employer must notify the relevant employees of the decision to introduce the *major change*; and
 - (ii) sub-clauses 40.3 to 40.8 apply.
- 40.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 40.4 If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 40.5 As soon as practicable after making its decision, the employer must:
- (i) discuss with the relevant employees:
 - a) the introduction of the change; and
 - b) the effect the change is likely to have on the employees; and
 - c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion - provide, in writing, to the relevant employees:

- a) all relevant information about the change including the nature of the change proposed; and
 - b) information about the expected effects of the change on the employees; and
 - c) any other matters likely to affect the employees.
- 40.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 40.7 The employer must give prompt and genuine consideration to matters raised about the *major change* by the relevant employees.
- 40.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 49.2, 49.3 and 49.4 are taken not to apply.
- 40.9 In this term, a *major change* is likely to have a significant effect on employees if it results in:
- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 40.10 For a change referred to in Clause 40.1(ii):
- (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) sub-clauses 40.10 to 40.14 apply.
- 40.11 The relevant employees may appoint a representative for the purposes of the procedures in the term.
- 40.12 If:
- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 40.13 As soon as practicable after proposing to introduce the change, the employer must:
- (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the relevant employees:
 - a) all relevant information about the change, including the nature of the change; and

- b) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - c) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 40.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 40.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 40.16 In this term, '*relevant employees*' means the employees who may be affected by the major change.

41 Review of Actions

- 41.1 Disagreements should be resolved by talking them through and reaching agreed settlements in the workplace.
- 41.2 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 CEO in writing to review the matter, except in relation to termination of employment, matters being dealt with under the Dispute Resolution Terms of this Agreement or any matters concerning breaches of the Code of Conduct.
- 41.3 When such a request is made, the CEO 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.
- 41.4 A decision on the matter will be communicated in writing to the employee by the CEO as soon as practicable.
- 41.5 If the employee is not satisfied with the CEO'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 CEO 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.
- 41.6 The independent person will be required to conduct an investigation of the matter and provide a report to the CEO with recommendations as to appropriate action. The CEO 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.
- 41.7 Reviews will be conducted with procedural fairness and the principles of natural justice.

42 Dispute Resolution Terms

- 42.1 This term sets out procedures to settle a dispute if the dispute relates to:
- (i) a matter arising under this agreement; or
 - (ii) the National Employment Standards.

- 42.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 42.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 42.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 42.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a) arbitrate the dispute; and
 - b) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 42.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - a) the work is not safe; or
 - b) applicable occupational health and safety legislation would not permit the work to be performed; or
 - c) the work is not appropriate for the employee to perform; or
 - d) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 42.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

SCHEDULE 1 – ASC General Classification and Salaries

Classification Structure and Salary Ranges

- 1 The minimum and maximum salary rates for each grade in the ASC general Classification structure are prescribed in **Table A** below. The minimum and maximum salary rates prescribed in Column A establish the salary range for a grade and these ranges will apply on and from the date of commencement of this Agreement.
- (i) The minimum and maximum salaries will be increased by 2.0%:
 - (a) 12 months after commencement of this Agreement (Column B); and
 - (b) 24 months after commencement of this Agreement (Column C).
 - (ii) Separate classification and pay structures apply to the categories of employment covered under Schedule 2 and Schedule 3 of this Agreement.
 - (iii) The particular arrangements applicable to casual employment, post-graduate scholarship placements and apprenticeship arrangements are set out in clauses 3 to 5 of this Schedule.

TABLE A: ASC Classification and Salaries Structure

Classification		Column A	Column B	Column C
		On commencement of the Agreement	12 months after commencement of the Agreement	24 months after commencement of the Agreement
ASC Grade 1	Minimum	\$36,000	\$36,720	\$37,454
	Maximum	\$45,000	\$45,900	\$46,818
ASC Grade 2	Minimum	\$46,000	\$46,920	\$47,858
	Maximum	\$57,000	\$58,140	\$59,303
ASC Grade 3	Minimum	\$58,000	\$59,160	\$60,343
	Maximum	\$69,000	\$70,380	\$71,788
ASC Grade 4	Minimum	\$71,000	\$72,420	\$73,868
	Maximum	\$82,000	\$83,640	\$85,313
ASC Grade 5	Minimum	\$85,000	\$86,700	\$88,434
	Maximum	\$98,000	\$99,960	\$101,959
ASC Grade 6	Minimum	\$100,000	\$102,000	\$104,040
	Maximum	\$118,000	\$120,360	\$122,767
ASC Grade 7	Minimum	\$124,000	\$126,480	\$129,010
	Maximum	\$151,000	\$154,020	\$157,100

Salary on commencement or promotion

- 2 Upon commencement or promotion, an employee will be paid at the minimum salary of the applicable Grade. In exceptional circumstances the CEO may approve payment of a salary above the minimum salary rate having regard to the:
- (i) particular expertise, experience, qualifications and skills of the employee and their likely corporate contribution at the Grade;
 - (ii) work level standards; and
 - (iii) nature of the duties which are to be assigned to the employee.

Casual Hourly Rates

- 3 Casual employees will be paid an hourly rate based on the minimum salary applicable to the relevant classification grade for the work performed unless otherwise specified in this Agreement. The provisions of clause 31 (Performance-based Salary Advancement or One-Off Performance Payment) do not apply.

Postgraduate Scholarship Placement

- 4 A 'postgraduate scholarship placement' is a particular type of paid training arrangement within various AIS sport science disciplines that operate for a fixed term typically of 12 months duration or less. Accordingly only a single, specified salary rate applies, not the salary range. Advancement through the salary range under clause 31 (Performance-based Salary Advancement or One-Off Performance Payment) is therefore not applicable to postgraduate scholarship holders.

Apprenticeship Rates

- 5 Based on the minimum salary of the grade payable to a qualified tradesperson in the ASC, the following percentage rates will apply in each year of an apprenticeship for an apprentice employed in the same trade:
- (i) 1st year trades apprentice (45%)
 - (ii) 2nd year trades apprentice (55%)
 - (iii) 3rd year trades apprentice (75%)
 - (iv) 4th year trades apprentice (90%)
- The provisions of clause 31 (Performance-based Salary Advancement or One-Off Performance Payment) do not apply.

SCHEDULE 2 – Casual Swim and Fitness Instructors

1 Employment

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

The term 'swim instructor' is used generically to include employees engaged in teaching people to swim as well as those engaged as club aquatics coaches.

2 Terms and Conditions

- 2.1 The terms and conditions set out in this Schedule are specific to the employment of casual Swim and Fitness Instructors.
- 2.2 In relation to Allowances (other than 'Uniforms'), Higher Duties, Breaks and Overtime, entitlements will be the same as those of the *Fitness Industry Award 2010* to the extent of their applicability to casual employment.
- 2.3 Entitlements to leave and public holidays will be as prescribed for casual employees under the NES except that entitlements to long service leave will be as prescribed in the *Long Service Leave (Commonwealth Employees) Act 1976*.
- 2.4 Other terms of this Agreement applicable to casual Swim and Fitness Instructors are clauses 1 to 4, 7, 11, 17, 24, 26, 30, 35 to 39 and agreement terms that are mandatory under the *Fair Work Act 2009*.

3 Hours of Work

- 3.1 In keeping with relevant industry practice, swim and fitness programs operate 7-days a week including on public holidays. Accordingly employees must be available to be required to work within a roster of duty on weekends and weekdays as required.
- 3.2 The number of hours of employment or the number of sessions (engagements) offered each week will vary according to public demand and related operational requirements.
- 3.3 A casual employee who is engaged as a Level 2, 3 or 4 instructor or trainer or as a student undertaking practical work involvement may be engaged for a minimum period of one hour. Engagements at other levels shall be for a minimum of 3 hours.

4 Hourly Rates of Pay and Casual Loading

Hourly rates of pay

- 4.1 Hourly rates will be increased in line with and from the date of effect of increases in the minimum hourly rates prescribed for casual employees under the *Fitness Industry Award 2010*. The hourly rates applicable from 1 July 2015 for ASC classifications are as shown in the following table.

ASC Classification Level	Effective 1 July 2015
Level 2	\$17.78
Level 3	\$19.11
Level 4	\$20.95
Level 5	\$23.14
Level 6	\$22.95
Level 7	\$23.84

- 4.2 The ASC classification levels listed in Table 1 are based on the classification levels in the *Fitness Industry Award 2010*.

Casual Loading

- 4.3 The casual loadings paid in lieu of entitlements to annual leave, paid Personal/Carers leave and public holidays on which the employee is not rostered to work are as prescribed below.

Monday to Friday Duty

- 4.4 The casual loading applicable to the hourly rates prescribed in Table A above including as varied, will be 25%.

Saturday, Sunday and Public Holiday Duty

- 4.5 The casual loading applicable to the hourly rates prescribed in Table A above will be 30%.

5 Hourly rate - Group Fitness, Personal Trainer

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

6 Uniforms

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

SCHEDULE 3 – Child Care Centre Classifications

1 Terms and conditions

- 1.1 The terms and conditions of this Schedule apply exclusively to employees in the ASC's Childcare Centre engaged in the classifications identified in the table provided at clause 2 below. To the extent of any inconsistency between provisions under this Schedule and the other provisions of this Agreement, the terms and conditions of this Schedule shall prevail.

2 Child Care Classifications and Salary Ranges

- 2.1 The minimum and maximum annual salaries prescribed for each classification in Column A of the table below establish the salary range for each classification and these will apply on and from the commencement of this Agreement.
- 2.2 The minimum and maximum salaries will be increased by 2.0%:
- (i) 12 months after commencement of this Agreement (Column B); and
 - (ii) 24 months after commencement of this Agreement (Column C).

Classification		Column A	Column B	Column C
		On commencement of Agreement	12 months after commencement of Agreement	24 months after commencement of Agreement
Early Childhood Educator (Certificate 3) Cook	Min	\$46,000	\$46,920	\$47,858
	Max	\$49,000	\$49,980	\$50,980
Early Childhood Educator (Diploma)	Min	\$50,000	\$51,000	\$52,020
	Max	\$54,000	\$55,080	\$56,182
Senior Early Childhood Educator (Diploma)	Min	\$58,000	\$59,160	\$60,343
	Max	\$63,000	\$64,260	\$65,545
Assistant Manager (Childcare)	Min	\$65,000	\$66,300	\$67,626
	Max	\$71,000	\$72,420	\$73,868
Early Childhood Teacher	Min	\$67,000	\$68,340	\$69,707
	Max	\$76,000	\$77,520	\$79,070

3 Higher Level Work

- 3.1 An employee called upon 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.

4 First Aid Qualification

- 4.1 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.

5 Planning & Programming

- 5.1 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.
- 5.2 Such non-contact time shall be granted to the employee when the employee requests that such time is necessary. The hours at which such non-contact time will be taken will be decided by the Director / Coordinator following discussion with the employee concerned.

6 Rest Pauses

- 6.1 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. The rest periods shall be uninterrupted.
- 6.2 An employee working 6.5 hours or more per engagement shall be allowed without deduction of pay two separate rest periods of 15 minutes. By agreement the employee may forego one rest pause.
- 6.3 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.

7 Infectious Diseases

- 7.1 Consistent with the Education and Care Services National Law (A.C.T) Act 2011 and related industry standards issued by the National Health and Medical Research Council, an employee will be excluded from the workplace for the minimum exclusion period prescribed for a specified infectious disease. The period of exclusion illness from the workplace will be with pay.
- 7.2 A duly signed certificate by a qualified medical practitioner stating the nature of the illness must be provided for the exclusion period to be with pay.

SCHEDULE 4 - Broadband Arrangements for Specified AIS Sport Science / Medicine Professional Positions

- 1 The AIS Science broadband comprises a 'lower' and 'upper' tier for specified science / clinical professional roles aligned with Grade 5 and Grade 6 of the ASC Job Classification Structure.
- 2 It applies only to specified AIS science / clinical professional positions and no other employment categories.
 - (i) It will only become operative for an AIS discipline when specific 'advancement criteria' are approved by the AIS for a particular science / clinical discipline and the discipline is ready to implement it so that it meets the required business objectives.
 - (ii) Once implemented in a discipline, it will continue to operate unless, on review by the Review Panel it is determined that the advancement criteria cease to be relevant and/or applied with sufficient rigour to achieve the required business objectives.

Assessment and advancement arrangements

- 3 The criteria approved for advancement to a 'senior' (upper tier) position in a discipline will include a combination of the following elements that must all be satisfied for advancement to be considered:
 - (i) work at the higher grade being required on a continuing basis;
 - (ii) specified, advanced tertiary qualifications (in a specific field or fields of study);
 - (iii) 'relevant experience', being required years of experience with suitable breadth and depth of experience;
 - (iv) prescribed capability to 'lead' and provide 'leadership' suitable to the collaborative partnering and servicing environment of the AIS, leadership of and for a professional discipline and managerial capability as needed; and
 - (v) a standard of 'exceeds expectations' in the most recently completed annual performance assessment.
- 4 An AIS Review Panel will be formed by the Director AIS for the express purpose of receiving and reviewing employee applications for advancement and making recommendations to the Director AIS. The Review Panel will include, among others appointed by the Director AIS, the Head of the relevant AIS discipline, at least one independent person who is suitably qualified to make such assessments and who is external to the AIS (unless at a time when a Review Panel is convened it is not practical to engage someone external to the organisation).

SCHEDULE 5 - Individual Flexibility Agreements Terms

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