

OFFICIAL



Australian Government

Australian Sports Commission

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Enterprise Agreement 2024 to 2027



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Section 1 – Technical matters

Title

1. This Agreement will be known as the Australian Sports Commission Enterprise Agreement 2024 – 2027.

Parties to the Agreement

2. This Agreement covers:
 - 2.1 the Chief Executive Officer (the CEO) for and on behalf of the Commonwealth of Australia as the employer;
 - 2.2 all employees in the Australian Sports Commission employed under the *Australian Sports Commission Act 1989* (the ASC Act) other than:
 - 2.2.1 substantive ASC executive management employees;
 - 2.2.2 employees substantively holding a position within Grade 8 or Grade 9 of the ASC classification structure; or
 - 2.2.3 a person whose salary is paid by another government agency or employer; and
 - 2.3 subject to notice being given in accordance with section 183 of the *Fair Work Act 2009* (the FW Act), and the following employee organisation/s which were a bargaining representative for this Agreement;
 - 2.3.1 the Community and Public Sector Union
 - 2.3.2 Professionals Australia.

Operation of the Agreement

3. This Agreement will commence operation seven days after approval by the Fair Work Commission.
4. This Agreement will nominally expire on 31 May 2027.

Delegations

5. The CEO may delegate to or authorise any person to perform any or all of the CEO's powers or functions under this Agreement, including the power of delegation, and may do so subject to conditions.

NES precedence

6. The terms of this Agreement are intended to apply in a manner that does not derogate from the NES. The NES will continue to apply to the extent that any term of this Agreement is detrimental to an employee of the ASC in any respect when compared with the NES.

Closed comprehensive agreement

7. This agreement states the terms and conditions of employment of employees covered by this agreement, other than terms and conditions applying under relevant Commonwealth laws.
8. This Agreement will be supported by policies and guidelines, as implemented and varied from time to time.
9. Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of this Agreement, the terms of this Agreement will prevail.



Individual flexibility arrangements

10. The ASC and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 10.1 the agreement deals with one or more of the following matters:
 - 10.1.1 arrangements about when work is performed;
 - 10.1.2 overtime rates;
 - 10.1.3 penalty rates;
 - 10.1.4 allowances;
 - 10.1.5 remuneration;
 - 10.1.6 leave and leave loading; and
 - 10.2 the arrangement meets the genuine needs of the ASC and employee in relation to one or more of the matters mentioned in clause 10.1; and
 - 10.3 the arrangement is genuinely agreed to by the ASC and employee.
11. The ASC must ensure the terms of the individual flexibility arrangement:
 - 11.1 are about permitted matters under section 172 of the FW Act;
 - 11.2 are not unlawful terms under section 194 of the FW Act; and
 - 11.3 result in the employee being better off overall than the employee would be if no arrangement was made.
12. The ASC must ensure that the individual flexibility arrangement:
 - 12.1 is in writing;
 - 12.2 includes the name of the ASC and employee;
 - 12.3 is signed by the ASC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 12.4 includes details of:
 - 12.4.1 the terms of the enterprise agreement that will be varied by the arrangement;
 - 12.4.2 how the arrangement will vary the effect of the terms;
 - 12.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 12.5 states the day on which the arrangement commences.
13. The ASC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
14. The ASC or employee may terminate the individual flexibility arrangement:
 - 14.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.2 if the ASC and employee agree in writing – at any time.
15. The ASC and employee are to review the individual flexibility arrangement at least every 12 months.

Definitions

Agreement means the Australian Sports Commission Enterprise Agreement 2024-2027.

ASC means the organisational entity titled the Australian Sports Commission.

ASC Act means the *Australian Sports Commission Act 1989* as amended from time to time.



Bandwidth means the span of hours during which an employee can perform their ordinary hours, these are 6.00am to 7.00pm.

Broadband refers to the allocation of more than one approved classification by the CEO to a group of duties involving work value applying to more than one classification. A broadband encompasses the full range of work value of the classifications contained within it.

Casual employee means an employee engaged under section 41 of the ASC Act who is a casual employee as defined by the FW Act.

CEO means Chief Executive Officer.

Classification or classification level means the ASC level at which an ASC employee is employed.

Child means a biological child, adopted child, foster child, stepchild, or ward.

De facto partner means a person who, regardless of gender, is living in a common household with the employee in a bona fide, domestic, interdependent partnership, although not legally married to the employee.

Delegate means someone to whom a power or function has been delegated.

Dependant means the employee's spouse or de facto partner, a child, parent or aged relative of the employee or the employee's spouse or de facto partner, who ordinarily lives with the employee and who is substantially dependent on the employee. Dependant also includes a child of the employee who does not ordinarily live with the employee but for whom the employee provides substantial financial support.

Employee means an employee of the ASC engaged under section 41 of the ASC Act who is covered by this Agreement (whether full-time, part-time or casual, ongoing or fixed term).

Employee representative means a person (whether an employee or not) elected or chosen by an employee, or elected or chosen by a group of employees in a workplace, to represent the individual and/or collective views of those employees in relation to a matter under this Agreement.

Family means:

1. a spouse, former spouse, de facto partner or former de facto partner of the employee;
2. a child, parent, grandparent, grandchild, or sibling of the employee;
3. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
4. a member of the employee's household; or
5. a person with whom the employee has a relationship of traditional kinship where there is a relationship or obligation, under customs and traditions of the community or group to which the employee belongs.

Family and domestic violence has the same meaning as in section 106B(2) of the FW Act.

Fixed term employee means an employee engaged under section 41 of the ASC Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

Full-time employee means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.

FW Act means the *Fair Work Act 2009* as amended from time to time.

Manager means an employee's direct manager who is usually the person to whom an employee reports to on a day-to-day basis for work related matters, and may include a person referred to as a supervisor.



ML Act means the *Maternity Leave (Commonwealth Employees) Act 1973* as amended from time to time and any successor legislation.

NES means the National Employment Standards at Part 2-2 of the FW Act.

Ongoing employee means an employee engaged under section 41 of the ASC Act on an ongoing basis.

Ordinary hours, duty or work means an employee's usual hours worked in accordance with this Agreement and does not include additional hours. For part-time employees, this means usual hours as agreed in the flexible work arrangement or contract of employment.

Partner means a spouse or de facto partner.

Part-time employee means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement.

Previous Agreement means the ASC Enterprise Agreement 2016-2019.

Primary caregiver for the purposes of the parental leave clause means a pregnant employee with an entitlement under the ML Act, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.

Relevant employee means an affected employee.

Secondary caregiver for the purposes of the parental leave clause means an employee, other than a pregnant employee or casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted or in long-term foster care as per the clauses on adoption and long-term foster care in this Agreement.



Section 2 – Remuneration

Transitional clause

16. Immediately upon commencement of this Agreement (and immediately prior to the application of the salary increase noted at clause 23), all employees will be assigned to a pay point for their substantive classification within Schedule 1 – ASC Base Salaries. The pay point for their substantive classification will be the pay point in column 1 of the Table in Schedule 1 to this Agreement that corresponds to the nearest pay point in column 2 which is higher than their base salary under the previous agreement and salary determination.
17. An employee earning a base salary above the highest pay point for their substantive classification will be assigned to the highest pay point for that classification. That employees' higher base salary will be maintained until the salary in their assigned pay point exceeds their higher base salary. At that point, the employees' base salary will be the rate of the highest pay point for their classification.
18. An employee performing higher duties at or below ASC Level 7 will be:
 - 18.1 assigned to a pay point for their substantive classification within Schedule 1 – ASC Base Salaries in line with the principles at clauses 16 and 17; and
 - 18.2 paid a higher duties allowance at the rate specified at clause 60.

Casual swim and fitness instructors

19. On commencement of the Agreement and prior to the application of the general pay increase noted at clause 23, employees previously engaged under "Schedule 2 – Casual Swim and Fitness Instructors" in the previous agreement will have their base salary transitioned to align to the ASC salary range as follows.

Table 1. Casual swim and fitness instructor classifications

Casual Swim and Fitness Instructor under the ASC Enterprise Agreement 2016-2019 – Schedule 2	New Classification on commencement of this Agreement
Classification Level 2	ASC1.1
Classification Level 3	ASC1.3
Classification Level 4	ASC2.2
Classification Level 5	ASC2.5
Classification Level 6	ASC2.5
Classification Level 7	ASC2.6

Child care centre employees

20. On commencement of the Agreement and prior to the application of the general pay increase noted at clause 23, employees previously engaged under "Schedule 3 – Child Care Centre Classifications" in the previous agreement will have their base salary transitioned to align to the ASC salary range as follows.



Table 2. Child care classifications

Child Care Centre Classification under the ASC Enterprise Agreement 2016-2019 – Schedule 3	New Classification on commencement of this Agreement
Early Childhood Educator (Certificate 3 and Cook)	ASC2.1 – ASC2.9
Early Childhood Educator (Diploma)	ASC2.4 – ASC 2.9
Senior Early Childhood Educator (Diploma)	ASC3.1 – ASC3.7
Assistant Manager (Childcare)	ASC3.5 – ASC3.7
Early Childhood Teacher	ASC4.1 – ASC4.6

Salary increase

21. Salary for each classification and pay point will be as set out in Schedule 1 – ASC Base Salaries of this Agreement. Immediately upon commencement of this Agreement the employee's salary shall be the amount which corresponds to their pay point (as determined in clauses 16 and 17 above) in column 2 of the Table 8 in Schedule 1 to this Agreement.
22. Employees with a base salary above the maximum pay point for their classification are not eligible for a base salary increase under clause 23.
23. The base salary rates in Schedule 1 – ASC Base Salaries include the following increases:
 - 23.1 4.0 per cent from 1 June 2024 to employees employed by the ASC on or after the date of commencement of this Agreement;
 - 23.2 3.8 per cent from 1 June 2025; and
 - 23.3 3.4 per cent from 1 June 2026.

Payment of salary

24. Employees will be paid fortnightly in arrears by electronic funds transfer into a financial institution account of the employee's choice, based on their annual salary using the following formula:

$$\text{Fortnightly salary} = \frac{\text{Annual Salary} \times 12}{313}$$

Note: this formula is designed to achieve a consistent fortnightly pay rate without significant variability year-to-year. It reflects that the calendar year is not neatly divisible into 26 fortnightly periods. There are 313 fortnightly pay cycles within a 12-year period.

Salary setting

25. Where an employee is engaged, moves to, or is promoted in the ASC, the employee's salary will be paid at the minimum of the salary range of the relevant classification, unless the CEO determines a higher salary within the relevant salary range under these salary setting clauses.
26. The CEO may determine the payment of salary at a higher value within the relevant salary range of the relevant classification and the date of effect at any time.
27. In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.
28. Where an employee commences ongoing employment in the ASC immediately following a period of fixed term employment in the ASC for a specified term or task, the CEO will determine the payment of



the employee's salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a fixed term employee in the ASC.

29. Where an employee commences ongoing employment in the ASC immediately following a period of casual employment in the ASC, the CEO will determine the payment of salary within the relevant salary range of the relevant classification which recognises the employee's prior service as a casual employee in the ASC.
30. Where an employee moves to the ASC at an equivalent level from another Commonwealth agency, and their salary is above the maximum of the salary range for their classification, the ASC will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
31. Where the CEO determines that an employee's salary has been incorrectly set, the CEO may determine the correct salary and the date of effect.

Performance-based salary advancement

32. Performance-based salary advancement through the salary range of the classification applicable to an employee's position will occur once annually on 1 November where eligibility criteria has been met.

Eligibility criteria

33. To be eligible for performance-based salary advancement, employees must:
 - 33.1 have a formal performance agreement in place, and
 - 33.2 participate in a formal review of performance against their annual performance agreement and the ASC work level standards for the classification of their position, and
 - 33.3 receive a "meets expectations" rating at minimum at the end-of-cycle performance review, and
 - 33.4 complete at least six months of aggregate eligible service at or above the relevant classification during the most recent annual performance cycle; and
 - 33.5 have a new and approved performance agreement in place.
34. Eligible service for salary progression will include:
 - 34.1 periods of paid leave and unpaid parental leave
 - 34.2 periods of unpaid leave that counts as service; and
 - 34.3 service while employed on a fixed-term basis
35. During a period of unpaid parental leave employees will be eligible to advance a maximum of one pay point, regardless of the length of unpaid parental leave.

Application

36. Subject to meeting the criteria set out at clause 33 above, employees paid an annual salary that is less than the maximum pay point prescribed for the classification of their position will be eligible to have their salary increased by one pay point within their classification once each year up to the maximum pay point for the applicable classification. The increase will apply from 1 November each year.
37. Employees paid an annual salary that is at or above the maximum pay point prescribed for the classification of their position will not be eligible to have their annual salary increased under performance-based salary advancement provisions.
38. Employees who are acting at a higher classification and satisfy the performance-based salary advancement eligibility criteria (clause 33 refers), will be eligible for salary advancement at both their substantive and acting classifications. This salary will be retained for all future periods of acting at, or promotion to, that classification regardless of elapsed time.
39. Casual employees are not eligible for performance-based salary advancement.



Superannuation

40. The ASC will make compulsory employer contributions as required by the applicable legislation and fund requirements.
41. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
42. The ASC will make employer superannuation contributions to any eligible superannuation fund, provided that it accepts payment by fortnightly electronic funds transfer (EFT) using a file generated by the ASC's payroll system.

Method for calculating superannuation salary

43. The ASC will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Contribution Salary (FCS) for employees in the Public Sector Superannuation Accumulation Plan (PSSap), and Ordinary Time Earnings (OTE) for employees in other accumulation funds.
44. Employer contributions will be made for all employees covered by this Agreement.
45. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

Payment during unpaid parental leave

46. Employer contributions will be paid on periods of unpaid parental leave in accordance with the requirements of the PSSap fund where the employee is a member of the PSSap. Employer contributions will not be paid to employees on unpaid parental leave who have elected an accumulation fund that is not PSSap.

Overpayments

47. An overpayment occurs if the ASC provides an employee with an amount of money to which the employee was not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this Agreement).
48. Where the CEO considers that an overpayment has occurred, the CEO will provide the employee with notice in writing. The notice will provide details of the overpayment.
49. If an employee disagrees that there has been an overpayment including the amount of the overpayment, they will advise the CEO in writing within 28 calendar days of receiving the notice. In this event, no further action will be taken until the employee's response has been reviewed.
50. If after considering the employee's response (if any), the CEO confirms that an overpayment has occurred, the overpayment will be treated as a debt to the Commonwealth that must be repaid to the agency in full by the employee.
51. The CEO and the employee will discuss a suitable recovery arrangement. A recovery arrangement will take into account the nature and amount of the debt, the employee's circumstances and any potential hardship to the employee. The arrangement will be documented in writing.
52. The CEO and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
53. Interest will not be charged on overpayments.
54. Nothing in clauses 47 to 53 prevents:



- 54.1 the ASC from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the *Public Governance, Performance and Accountability Act 2013*;
- 54.2 the ASC from pursuing recovery of the debt through other available legal avenues; or
- 54.3 the employee or the ASC from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Salary packaging

- 55. 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:
 - 55.1 the total employment cost of an individual to the ASC does not increase;
 - 55.2 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
 - 55.3 the salary package is structured so that the ASC meets any obligations imposed on it by legislation or other instruments.
- 56. 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.

Supported wage system

- 57. An employee can get a percentage of the relevant pay rate in line with their assessed capacity to do the work if they:
 - 57.1 have a disability;
 - 57.2 meet the criteria for a Disability Support Pension; and
 - 57.3 are unable to perform duties to the capacity required.
- 58. Specific conditions relating to the supported wage system are detailed in **Schedule 2 – Supported Wage System**.



Section 3 – Allowances

Higher duties allowance

59. Where a role needs to be filled for six or more consecutive working days (inclusive of public holidays), higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level. 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.
60. Higher duties allowance will be equal to the difference between the employee's current base salary and the salary that would be payable if they were promoted to the higher classification level, or a higher amount determined by the CEO.

Workplace responsibility allowances

61. A workplace responsibility allowance will be paid where an employee who is appointed by the ASC or elected by eligible peers to one of the following roles:
 - 61.1 First Aid Officer;
 - 61.2 Health and Safety Representative;
 - 61.3 Emergency Warden;
 - 61.4 Workplace Support Officer; and
 - 61.5 Mental Health First Aid Officer.
62. An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

Table 3. Workplace responsibility rates

Rate from commencement of the Agreement	Rate from 1 June 2025	Rate from 1 June 2026
\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

63. As a salary-related allowance, the value will continue to be increased in line with headline wage increases, as provided in the table above.
64. The full allowance is payable regardless of flexible work and part-time arrangements.
65. An employee's physical availability to undertake the role will be considered by the ASC when appointing and reappointing employees to these roles. This is noting that not all workplace responsibility roles will necessarily require a physical presence in the workplace for the role to be successfully undertaken, such as Workplace Support Officers, Mental First Aid Officers and Health and Safety Representatives depending on work group arrangements.
66. Casual employees who are eligible to receive a workplace responsibility allowance will be paid the full amount (noting the minimum rate), as varied from time to time provided they engage in work during any given pay cycle, irrespective of the frequency and duration of the work undertaken.
67. 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 Certificate or equivalent. 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.



Community language allowance

68. A community language allowance will be paid where the CEO determines that an employee is regularly required to use their ability to communicate in Braille or a language other than English (including First Nations languages and Auslan) in the course of their work, and the employee meets the required level of competency set by the CEO. Further information is included in policy.
69. The allowance is paid in accordance with the employee's level of competency:

Table 4. Community language allowance rates

Rate	Standard	Rate from commencement of the Agreement	Rate from 1 June 2025	Rate from 1 June 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

70. The allowance is calculated annually and paid fortnightly using the formula noted at clause 22.
71. The full allowance is payable regardless of flexible work and part-time arrangements.
72. The allowance is payable during periods of paid leave.
73. The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

Remote locality allowance

74. 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.
75. Where an employee is paid a remote locality allowance, the allowance will be taxable.



Section 4 – Working hours and arrangements

Employment types

76. **Ongoing employee** means an employee engaged under section 41 of the ASC Act on an ongoing basis.
77. **Fixed term employee** means an employee engaged under section 41 of the ASC Act for a specified term or for the duration of a specified task, and consistent with the FW Act.
78. **Casual employee** means an employee engaged under section 41 of the ASC Act who is a casual employee as defined by the FW Act.
79. **Full-time employee** means an employee employed to work an average of 37 hours and 30 minutes per week in accordance with this Agreement.
80. **Part-time employee** means an employee employed to work less than an average of 37 hours and 30 minutes per week in accordance with this Agreement. Part-time employees will receive pay and conditions on a pro-rata basis to that of full-time employees, except for expense related allowances.
81. Employees engaged on a full-time basis will not be compelled to convert to part-time employment.
82. Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

Probationary employment

83. Employees will undertake a probationary period of six months immediately following commencement of employment with the ASC. The employee may resign at any time in this period with immediate effect. The CEO can terminate the employment by giving one week's notice or payment in lieu of notice.
84. If employment is terminated during probation by the CEO, the employee may receive financial assistance of up to \$2,596 to assist them to relocate interstate in order to take up other employment. This assistance is available if the employee was financially assisted in moving to an ASC location to take up ASC employment in the first instance. This assistance is available up to one month after termination.

Employment clearances

85. Clearances for employment with the ASC will include, but not be limited to the matters contained in the following clauses.
86. **Medical Examination** – 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.
87. **Working with Children Clearances** – The ASC requires all employees to be cleared by a relevant authority as a person suitable to work with children. If an employee does not obtain or hold a current clearance their employment may be terminated.

Job security

Commitment to ongoing employment

88. In its engagement decisions, the ASC recognises that the usual basis for engagement is as an ongoing ASC employee.

Reporting

89. The ASC will report to the ASC Staff Consultative Group on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, fixed term and casual employees engaged by the ASC.



Pathways to permanency

90. The ASC will comply with the casual conversion provision(s) of the FW Act. In addition, the ASC recognises that a proactive approach, including regularly reviewing casual and fixed term arrangements, is both a fair and efficient approach to supporting ongoing employment as the usual form of employment.

Casual employment

91. A casual employee is defined in the definitions section.
92. A decision to expand the use of casual employees is subject to the Consultation section (clauses 353 - 374) of this Agreement.
93. Unless otherwise specified, the terms and conditions of casual employees are limited to those set out in Table 5 and Agreement terms that are mandatory under the FW Act.

Table 5. Sections of the Agreement that apply to casual employees

Section name	Section or clauses that apply
Section 1 – Technical Matters	Title, Parties to the Agreement, Operation of the Agreement, Delegations, NES Precedence, Closed Comprehensive Agreement, Definitions
Section 2 – Remuneration	Salary Increase, Payment of Salary, Salary Setting (clause 25, 27, 29,31), Superannuation (clause 40, 42-45), Overpayments (clause 47-54)
Section 3 – Allowances	Workplace Responsibility Allowance, Community Language Allowance
Section 4 – Working Hours and Arrangements	Employment Types (clause 78), Employment Clearances, Job Security (Reporting and Pathways to Permanency), Casual Employment, Child Care Employment (Planning and Programming, and Rest Pauses), Ordinary Hours of Work (Rest Breaks), Flexible Working Arrangements, Public Holidays (clauses 186-187, 192)
Section 5 – Leave	Personal/Carers Leave (clause 211), Long Service Leave, Compassionate Leave (clause 269), Bereavement Leave (clause 273), Jury Duty (clause 283), Leave to Attend Proceedings (clause 298-299, 301)
Section 6 – Employee Support and Workplace Culture	Vaccinations, Employee Assistance Programs, Respect at Work, Family and Domestic Violence Support, Integrity and Transparency, First Nations Cultural Competency Training, Lactation and Breastfeeding Support, Access to Facilities
Section 7 – Performance and Development	Work Level Standards, Adapting Jobs to New Circumstances
Section 8 – Consultation, Representation and Dispute Resolution	Consultation, Staff Consultative Group, Review of Actions, Dispute Resolution Terms, Delegates' Rights
Section 9 – Separation and Retention	Resignation, Breaches of the ASC Code of Conduct, Appeals Against Termination of Employment



Schedule 1 – ASC Base Salaries

Schedule 1

94. The ASC will regularly review the working arrangements of casual employees to assess if they are genuinely performing duties in accordance with the definition of casual employment, and report de-identified outcomes to the ASC Staff Consultative Group, where one is in place.
95. Remuneration for casual employees shall be on an hourly basis. A casual employee shall receive a 25 per cent loading on the base hourly rate of their classification as set out in this Agreement.
96. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
97. A casual employee shall be engaged for a minimum of two hours per engagement or shall be paid for a minimum of two hours at the appropriate casual rate. 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.
98. Casual employees who are employed to perform the role of a Swim Instructor Level 5, 6 or 7 shall be engaged for a minimum of three hours per engagement.
99. Casual employees will be paid an hourly rate based on the minimum salary applicable to the relevant classification for the work performed unless otherwise specified in their contract of employment.
100. Casual employees will be entitled to paid penalties if they are engaged to work:
- 100.1 Monday to Friday, outside the bandwidth (i.e. before 6am or after 7pm);
 - 100.2 On a Saturday, Sunday or a public holiday;
 - 100.3 In excess of 10 hours in a shift; or
 - 100.4 In excess of 37 hours and 30 minutes in a week.
101. Where an employee works a shift eligible for penalties, the ASC will pay the employee penalty rates as follows:

For hours worked:		Penalty rate
Night	Applied to the hours worked outside of the span of bandwidth (before 6am or after 7pm)	10%
Saturday	All hours worked	30%
Sunday	All hours worked	30%
Public Holiday	All hours worked	30%
Excess of 10 hours	Applied to hours worked in excess of 10 hours in a shift (must be continuous)	50%
Excess of 37 hours and 30 minutes worked in a week	Applied to hours worked in excess of 37 hours and 30 minutes in the bandwidth of the working week	50%

Note: the casual loading and penalty rate are both paid at the same time on the employee's base hourly rate.

102. Subject to the provisions of the NES and associated qualifying requirements, casual employees are entitled to:



102.1 two days unpaid carer's leave, three days unpaid compassionate leave and three days unpaid bereavement leave per occasion;

102.2 unpaid parental leave;

102.3 unpaid community service leave (except paid jury service);

102.4 have a day off on a public holiday, unless reasonably requested to work by the employer; and

102.5 request flexible work arrangements.

103. A casual employee who is eligible for a workplace responsibility allowance will be paid the full amount.

Child care employment

104. The following clauses (104 to 110) apply exclusively to employees in the ASC's Childcare Centre performing the roles of Early Childhood Educator (Certificate 3), Cook, Early Childhood Educator (Diploma), Senior Early Childhood Educator (Diploma), Assistant Manager (Childcare) and Early Childhood Teacher. To the extent of any inconsistency between provisions in this Section and the other provisions of this Agreement, the terms and conditions of these clauses shall prevail. If these clauses do not provide for a specific term or condition, the other provisions of this Agreement apply.

Higher level work

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

Planning and programming

106. 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.

107. 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.

Rest pauses

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

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

110. 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.

Ordinary work hours

111. The ordinary weekly hours of a full-time employee shall be an average of 37 hours and 30 minutes per week.



111.1 Ordinary hours of work will be averaged over a 12-month period.

111.2 Unless otherwise agreed as part of the flexible arrangement of work patterns, ordinary hours are worked within the bandwidth of 6:00am and 7:00pm, Monday to Friday and for no more than 10 hours in any single day.

111.3 Actual hours worked may be flexible according to the demands of the particular job.

Rest breaks

112. All employees are required to take an unpaid break of at least 30 minutes for every five hours of continuous work. 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.

Flexitime

113. Flexitime is a system which allows ongoing and fixed-term ASC1 to ASC5 employees to accumulate flexitime for performance of duty in excess to their ordinary hours of work that does not attract overtime.

114. To access Flexitime provisions, employees must undertake time recording using an ASC timesheet.

115. ASC6 and ASC7 employees are not eligible for flexitime.

Flexitime credits

116. A flexitime credit occurs when an employee accumulates hours in excess of their ordinary hours with agreement from their manager.

117. An employee may accumulate a maximum of 37 hours and 30 minutes flexitime credits.

Flexitime debits

118. A flexitime debit occurs when an employee works less than their ordinary hours with the agreement of their manager.

119. An employee may accumulate a maximum of 15 hours flexitime debits.

Use of flexitime

120. Subject to the agreement of their manager, an employee may use flexitime to:

120.1 vary their pattern of attendance from time to time in order to meet personal needs; or

120.2 take flexitime as a part or whole day absence.

Flexitime restrictions

121. Flexitime cannot be cashed out under any circumstances, including on cessation of employment.

122. Where there is insufficient work, the CEO may require an employee not to work hours in addition to their ordinary hours.

123. Where a manager considers that an employee's attendance is unsatisfactory or that the employee is misusing flexitime, the employee may be required to work ordinary hours for a period specified by the CEO.

Time off in lieu

124. ASC6 and ASC7 employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.



125. ASC6 and ASC7 employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the ASC.
126. A manager is to grant TOIL in recognition of reasonable additional hours worked. TOIL granted to employees can be taken as whole or part days.
127. The working arrangements for an ASC6 or ASC7 employee should be agreed through discussion between the manager and the employee. The discussion should include consideration of the work requirements that will safely get the job done and reasonably allow the employee to balance their work and personal life.
128. An ASC6 or ASC7 employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the employee and their manager.
129. The pattern of hours is to be flexible enough to accommodate short-term peaks and troughs in workload, and include expected reasonable additional hours. The agreed pattern of hours is to be recorded.
130. Requests from ASC6 and ASC7 employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

Overtime and restriction duty

Eligible employees

131. For overtime and restriction duty payment purposes, employees are 'eligible employees' if the position they hold is in an ASC5 classification or below within the ASC classification structure.

Overtime meal allowance

132. An employee who is required to work overtime and takes a meal break during the overtime will be provided with a meal or paid a meal allowance of \$35.65.

Overtime duty

133. Overtime is separate to the flexible working of ordinary hours.
134. Unless forming part of an employee's ordinary hours of work, an eligible employee who is directed to work:
 - 134.1 in excess of 37 hours and 30 minutes in any week, or
 - 134.2 In excess of 10 hours in one day, or
 - 134.3 outside the bandwidth (as defined) (except shift workers); or
 - 134.4 on a designated public holiday.

will be paid the overtime rate. Reasonable notice is required when the ASC directs an employee to work overtime.

135. 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.

Overtime time in lieu

136. The CEO may allow the employee to take time off in lieu as a form of recompense for overtime as an alternative to overtime payment, but only where it is operationally feasible to do so.
137. The amount of time that is to be used as time in lieu is calculated at the overtime rate.



Minimum call-out payment

138. Where an employee is called in to work without notice after they have ceased work on the previous occasion, the minimum payment for each call-out is two hours plus reasonable travelling time at the overtime rate. Where the period of overtime is greater than two hours, overtime payment will be made for the actual time worked.
139. If an employee does not have a break between ordinary hours of work and overtime, the minimum of two hours plus reasonable travelling time does not apply and the overtime payment will be made for the actual time worked.

Minimum weekend/public holiday payment

140. Eligible ongoing or fixed-term employees, 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

141. 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 beyond the employee's agreed hours per week or outside the 6am to 7pm spread of daily hours.

Restriction duty allowance

142. 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 duty allowance. The allowance is not payable if the employee does not remain contactable and available to perform extra duty if required.
143. 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, they were restricted. The CEO may 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.
144. 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.

Shift work

145. 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.
146. 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.
147. 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.
148. 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

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



150. Shifts may vary from four hours to 10 hours in duration. Where working operations allow, any shift longer than five hours shall incorporate an unpaid meal break unless a paid meal break is built into daily shifts by agreement.
151. Any hours that an employee is directed to work in addition to their rostered hours are overtime hours and will be paid accordingly.
152. Where shift penalties are a regular, frequent requirement of a person's employment, these may be annualised and paid fortnightly in equal amounts.
153. Where shift penalty payments are annualised and paid to an employee in 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.

Flexible working arrangements

154. The ASC, employees and their union(s) recognise:
 - 154.1 the importance of an appropriate balance between employees' personal and working lives, and the role flexible working arrangements can play in helping to achieve this balance;
 - 154.2 access to flexible work can support strategies to improve diversity in employment and leadership in the ASC;
 - 154.3 access to flexible work supports ASC capability, and can assist in attracting and retaining the employees needed to deliver for the Australian community, including employees located at a wider range of locations;
 - 154.4 that flexibility applies to all roles in the ASC, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
 - 154.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
155. The ASC is committed to engaging with employees and their representatives to build a culture that supports flexible working arrangements across the ASC at all levels. This may include developing and implementing strategies through the ASC Staff Consultative Group.
156. Flexible working arrangements include, but are not limited to, changes in hours of work, changes in patterns of work and changes in location of work.

Requesting formal flexible working arrangements

157. The following provisions do not diminish an employee's entitlement under the NES.
158. An employee may make a request for a formal flexible working arrangement.
159. The request must:
 - 159.1 be in writing;
 - 159.2 set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
 - 159.3 set out the reasons for the change, noting the reasons for the change may relate to the circumstances set out at section 65(1A) of the FW Act.
160. The CEO must provide a written response to a request within 21 days of receiving the request.
161. The response must:



- 161.1 state that the CEO approves the request and provide the relevant detail in clause 162; or
- 161.2 if following discussion between the ASC and the employee, the ASC and the employee agree to a change to the employee's working arrangements that differs from that set out in the request – set out the agreed change; or
- 161.3 state that the CEO refuses the request and include the following matters:
- 161.3.1 details of the reasons for the refusal; and
 - 161.3.2 set out the ASC's particular business grounds for refusing the request, explain how those grounds apply to the request; and
 - 161.3.3 either:
 - (a) set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the employee's circumstances outlined in the request and that the agency would be willing to make; or
 - (b) state that there are no such changes; and
 - 161.3.4 state that a decision to refuse the request, or failure to provide a written response within 21 days is subject to the dispute resolution procedures of the enterprise agreement, and if the employee is an eligible employee under the FW Act, the dispute resolution procedures outlined in sections 65B and 65C of the FW Act.
162. Where the CEO approves the request this will form an arrangement between the ASC and the employee. Each arrangement must be in writing and set out:
- 162.1 any security and work health and safety requirements;
 - 162.2 a review date (subject to clause 166); and
 - 162.3 the cost of establishment (if any).
163. The CEO may refuse to approve the request only if:
- 163.1 the ASC has discussed the request with the employee; and
 - 163.2 the ASC has genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for refusal); and
 - 163.3 the ASC and the employee have not reached such an agreement; and
 - 163.4 the ASC has had regard to the consequences of the refusal for the employee; and
 - 163.5 the refusal is on reasonable business grounds.
164. Reasonable business grounds include, but are not limited to:
- 164.1 the new working arrangements requested would be too costly for the ASC;
 - 164.2 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - 164.3 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
 - 164.4 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
 - 164.5 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
 - 164.6 it would not be possible to accommodate the working arrangements without significant changes to security requirements, or where work health and safety risks cannot be mitigated.
165. For First Nations employees, the ASC must consider connection to country and cultural obligations in responding to requests for altering the location of work.



166. Approved flexible working arrangements will be reviewed by the ASC and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.

Varying, pausing or terminating flexible working arrangements

167. An employee may request to vary an approved flexible working arrangement in accordance with clause 159. An employee may request to pause or terminate an approved flexible working arrangement.
168. The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to clause 170.
169. The ASC must provide reasonable notice if varying, pausing or terminating a flexible working arrangement without the agreement of the employee, having regard to the circumstances of the employee. Exceptions to this requirement are urgent and critical operational circumstances or an employee's demonstrated and repeated failure to comply with the agreed arrangements.
170. Prior to the CEO varying, pausing or terminating the arrangement under clause 168, the ASC must have:
- 170.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
 - 170.2 genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the employee's circumstances (subject to any reasonable business grounds for alteration);
 - 170.3 had regard to the consequences of the variation, pause or termination for the employee;
 - 170.4 ensured the variation, pause or termination is on reasonable business grounds; and
 - 170.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in clause 161.3.

Working from home

171. The ASC will not impose caps on groups of employees on the time that may be approved to work from home or remotely, with each request to be considered on its merits.
172. The ASC may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
173. An employee working from home is covered by the same employment conditions as an employee working at an office site under this Agreement.
174. The ASC will provide employees with guidance on working from home safely.
175. Employees will not be required by the ASC to work from home unless it is lawful and reasonable to do so. This may include where circumstances prevent attendance at an office during a pandemic or natural disaster. In these situations, the ASC will consider the circumstances of the employees and options to achieve work outcomes safely.

Ad-hoc arrangements

176. Employees may request ad-hoc flexible working arrangements. Ad-hoc arrangements are generally one-off or short-term arrangements for circumstances that are not ongoing.
177. Employees should, where practicable, make the request in writing and provide as much notice as possible.
178. Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in clauses 157 to 166.
179. The ASC should consider ad-hoc requests on a case-by-case basis, with a bias to approving ad-hoc requests, having regard to the employee's circumstances and reasonable business grounds.



180. Where a regular pattern of requests for ad-hoc arrangements from an employee emerges, the ASC should consider whether it is appropriate to seek to formalise the arrangement with the employee.

Altering the bandwidth

181. An employee may request to work an alternative regular bandwidth hours. If approved by the CEO, hours worked on this basis will be treated as regular working hours and will not attract overtime payments. The ASC will not request or require that any employee alter their regular bandwidth hours under these provisions.

Christmas / New Year closedown

182. Employees will not be required to attend for duty between Christmas Day and New Year's Day on days that are not observed as public holidays and which are days they would normally work. This is subject to operational requirements.

183. 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.

184. 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.

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

Public holidays

186. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the FW Act:

186.1 1 January (New Year's Day);

186.2 26 January (Australia Day);

186.3 Good Friday and the following Monday;

186.4 25 April (ANZAC Day);

186.5 the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);

186.6 25 December (Christmas Day);

186.7 26 December (Boxing Day); and

186.8 any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

187. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday.

188. An employee, who is absent on a day or part day that is a public holiday in their normal work location, is entitled to be paid for the part or full day absence as if that day or part day was not a public holiday, except where that person would not normally have worked on that day.

189. The CEO and an employee may agree to substitute a cultural or religious day of significance to the employee for any day that is a prescribed holiday. If the employee cannot work on the prescribed holiday, the employee will be required to work make-up time at times to be agreed. This substitution does not impact or reduce an employee's entitlement to First Nations ceremonial leave, NAIDOC leave or cultural leave.

190. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements. Where an employee substitutes a public



holiday for another day, they will not be paid penalty rates for working their normal hours on the public holiday.

191. Where a public holiday falls during a period when an employee is absent on leave (other than annual leave, paid personal/carer's leave or defence service sick leave) there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g. If on long service leave on half pay, payment is at half pay).
192. If under a law of a State or Territory every Sunday is declared or prescribed by or under that law to be a public holiday, there is no entitlement to receive payment as a public holiday if the employee would have worked, or does perform work, on that day. In these circumstances, payment will only be made at the public holiday rate if the employee performs work on that day, and the Sunday would otherwise be a public holiday under clause 186.
193. Where a full-time employee, including but not limited to employees on compressed hours, has a regular planned day off which would fall on a public holiday, the CEO may allow the employee to change their planned day off so that it does not fall on a public holiday. If it is not possible to change their planned day off, the employee will be credited an equivalent amount of time to their regular hours for the day in flex credits or Time Off In Lieu in recognition of their planned day off.
194. Where a shift worker is rostered off duty on a public holiday, they will be 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 ongoing shift roster).



Section 5 – Leave

Annual leave

Standard entitlement

195. Employees (other than casual employees) are entitled to four weeks (20 days) paid annual leave per year of service, accruing daily, credited at least monthly. Annual leave for part-time employees will accrue on a pro rata basis.
196. Annual leave will not accrue during any periods of leave or unauthorised absence that do not count as service.
197. Annual leave may be taken at any time with the approval of the CEO.
198. Where annual leave is cancelled or the employee is recalled to duty, the employee will be reimbursed travel costs not recoverable from insurance or other sources. Evidence of costs may be required.
199. Employees will receive payment in lieu of any untaken annual leave upon separation from the ASC unless portability of leave provisions apply at the gaining employer.

Additional annual leave – shift workers

200. 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.

Excess annual leave

201. A credit of more than two years leave entitlement (40 days or pro rata equivalent for part time employees) will be considered excessive.
202. 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.

Annual leave at half pay

203. Annual leave may be taken at half pay. However, unless approved by the CEO, it may not be taken at half pay where the employee has an excess annual leave balance.

Cash out of annual leave

204. An employee can elect to cash out a portion of their annual leave credit provided that the employee retains a minimum of four weeks credit and has taken at least two weeks annual or long service leave in the preceding 12-month period.
 - 204.1 For each separate occasion the employee must provide a written election to forgo the amount of annual leave.
 - 204.2 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.

Purchased leave

205. Subject to operational requirements and the principle that the ASC not incur any additional cost, the CEO may allow an employee to 'purchase' additional leave in a block of one or two weeks once in a calendar year.



206. An employee who purchases additional leave will pay for the leave progressively via deductions from fortnightly salary made in equal instalments over the course of 12 months, or a lesser relevant period if nominated by the employee. The cost of the purchased leave may be adjusted if taken while in receipt of additional salary or allowances (e.g. higher duties allowance).

207. Purchased Leave will count as service for all purposes.

208. Approval to take purchased leave is subject to operational requirements.

Personal/carer's leave

Accrual

209. For an ongoing employee, 20 days personal/carers leave will be credited upon the employee's commencement with the ASC. After 12 months, the employee's leave will accrue daily, credited at least monthly.

210. For a fixed term employee, the personal/carers leave will be credited upon the employee's commencement with the agency. This will be 20 days leave pro-rata based on the employees' initial contract period and is capped at 20 days. After the initial contract period or 12 months, whichever is shorter, or where the employee has an existing entitlement to personal/carers leave, leave will accrue daily, credited at least monthly.

211. A casual employee may be absent without pay when not fit for work due to personal illness or injury. A casual employee may access two days unpaid carers leave per occasion, consistent with the NES.

Transitional arrangements

212. Ongoing employees who, immediately prior to the commencement of this Agreement were covered by the previous agreement, will continue to accrue 20 days (150 hours) of personal/carers leave, or the part time equivalent, on completion of each 12-month period of service. Employees covered by this clause will transition to a daily accrual, credited monthly in arrears on the first day of each month thereafter, by 1 January 2026.

213. Where an employee:

213.1 has, or cares for someone with a chronic condition or other ongoing illness;

213.2 is recovering from surgery;

213.3 is pregnant; or

213.4 is returning from parental leave or has a child commencing day care;

213.5 and, as a result of the transition to daily accrual of personal/carers leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carers leave, the CEO will advance the employees accrual up to the 12-month anniversary when their leave would otherwise be credited.

Usage

214. An employee may take personal/carer's leave for the following purposes:

214.1 personal illness or injury;

214.2 to attend appointments with a registered health practitioner;

214.3 to manage a chronic condition; and/or

214.4 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for, because:

214.4.1 of a personal illness or injury affecting the other person; or

214.4.2 of an unexpected emergency affecting the other person

215. Leave at half pay may be approved by the CEO.



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

Carers

217. A person that an employee has caring responsibilities for may include a person who needs care because they:

217.1 have a medical condition, including when they are in hospital;

217.2 have a mental illness;

217.3 have a disability;

217.4 are frail or aged; and/or

217.5 are a child, not limited to a child of the employee.

Evidence

218. To use personal/carer's leave, an employee must provide acceptable evidence in the following circumstances:

218.1 for personal/carer's leave that exceeds three consecutive working days or more;

218.2 for any personal/carer's leave in excess of a total of eight days in any calendar year where evidence has not been provided for any of those days; or

218.3 in any other circumstance where requested by the CEO.

219. Acceptable evidence includes:

219.1 a certificate from a registered health practitioner;

219.2 a statutory declaration; and

219.3 another form of evidence approved by the CEO.

220. A certificate from a registered health practitioner may be used as evidence of a chronic condition for up to 12 months for both personal and carers leave.

Notice

221. The entitlement to use personal/carer's leave is subject to an employee meeting the notice requirements stipulated by the ASC.

221.1 An employee who is absent on any given day must advise their manager before 10am 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's leave an employee must apply for approval of the leave.

Long-term absence on personal leave

222. 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 leave for more than two working weeks or where repeated, short term absences for personal 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.

223. 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.

224. Without prejudice to the rights of the employee, and subject to medical advice and the provisions of the FW Act, the ASC may terminate employment at that time if the employee has no capacity for work.
225. 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.

Portability of leave

226. Where an employee is engaged at the ASC, and immediately prior to the engagement the person was employed by another Commonwealth agency, the Parliamentary Service or the ACT Government Service, the employee's unused accrued annual leave and personal/carer's leave will be recognised unless the employee received payment in lieu of those entitlements on cessation of employment.
227. Where an employee is engaged as an ongoing employee in the ASC, and immediately prior to the engagement the person was employed by a State or Territory Government, the ASC may recognise any unused accrued annual leave and personal/carer's leave unless the employee received payment in lieu of those entitlements on cessation of employment and provided there is not a break in continuity of service.
228. For the purposes of clauses 226 to 227, an employee with a break in service of less than two months is considered to have continuity of service.

Discretionary leave

229. 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.
230. 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.

Re-crediting of leave

231. When an employee is on:

- 231.1 annual leave;
- 231.2 purchased leave;
- 231.3 defence reservist leave;
- 231.4 First Nations ceremonial leave;
- 231.5 NAIDOC leave;
- 231.6 cultural leave; or
- 231.7 long service leave; and

becomes eligible for, under legislation or this Agreement:

- 231.8 personal/carers leave;
- 231.9 compassionate or bereavement leave;
- 231.10 jury duty;
- 231.11 emergency services leave
- 231.12 leave to attend to family and domestic violence circumstances; or
- 231.13 parental leave, premature birth leave, stillbirth leave or pregnancy loss;

the affected period of leave will be re-credited.



232. When an employee is on personal/carer's leave and becomes eligible for parental leave, premature birth leave, stillbirth leave or pregnancy loss leave, the affected period of leave will be re-credited.

233. Re-crediting is subject to appropriate evidence of eligibility for the substituted leave.

Long service leave

234. An employee is eligible for long service leave in accordance with the Long Service Leave Act.

235. The minimum period for which long service leave will be granted is seven calendar days (whether taken at full or half pay). Long service leave cannot be broken with other periods of leave, except as otherwise provided by legislation or provided for in the re-crediting of leave at clause 231 of this Agreement.

Cultural, ceremonial and NAIDOC leave

NAIDOC leave

236. First Nations employees may access up to one day of paid leave per calendar year to participate in NAIDOC week activities.

237. NAIDOC leave can be taken in part days.

First nations ceremonial leave

238. First Nations employees may access up to six days of paid leave over two calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

239. The CEO may approve additional leave for cultural or ceremonial purposes as discretionary leave, with or without pay.

240. First Nations ceremonial leave can be taken as part days.

241. First Nations ceremonial leave is in addition to compassionate and bereavement leave.

Cultural leave

242. The CEO may grant up to three days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employee's particular faith or culture.

243. The CEO may approve additional leave for cultural purposes as discretionary leave, with or without pay.

244. Cultural leave can be taken as part days.

245. For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under clauses 238 to 241.

Parental leave

Note: A primary caregiver, secondary caregiver and ML Act are defined in the definitions section.

246. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period). For the avoidance of doubt, this is inclusive of all legislated leave entitlements. The parental leave period does not extend fixed-term employment where the employment period remaining is less than 24 months. An employee is only eligible for parental leave with pay as either a primary caregiver or a secondary caregiver for the particular parental leave period, and cannot switch roles for the purpose of accessing additional paid leave.

247. For the pregnant employee, the parental leave period starts on commencement of maternity leave as per ML Act requirements, and ceases 24 months from the date of birth. Medical certification requirements for the pregnant employee will be as required by the ML Act.



248. Conditions in this Agreement will continue to apply in circumstances where successor legislation to the ML Act does not provide parental leave conditions included in this Agreement.

Payment during parental leave

249. An employee is entitled to parental leave with pay as per clauses 251 and 252 below within the parental leave period. Any further parental leave during the parental leave period is without pay. Unused paid parental leave remaining at the end of the employee’s parental leave period will lapse. An employee may choose to use their accrued paid leave entitlements in accordance with usage and eligibility requirements in this Agreement during the parental leave period that would otherwise be without pay.

250. Employees newly engaged or who have moved to the ASC from another Commonwealth agency are eligible for the paid parental leave in clauses 251 and 252 where such paid leave had not already been provided by another Commonwealth agency in the 24 months since the child’s date of birth or placement. If the paid leave used by the employee with the previous Commonwealth agency is less than the limits specified in clauses 251 and 252, the balance is available to the employee.

251. An employee who is a primary caregiver is entitled to parental leave with pay during the parental leave period to a maximum of 18 weeks as provided in Table 6 below.

Table 6. Primary caregivers – circumstances for paid parental leave

Paid leave entitlement under the ML ACT	Additional parental leave with pay under this Agreement for the primary caregiver
12 weeks paid maternity leave, including any reduced paid maternity leave period due to ML Act qualifying period rules	Paid leave to bring the total period of paid parental leave to 18 weeks
No ML Act eligibility or coverage	18 weeks

252. An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 7 below.

Table 7. Secondary caregivers – circumstances for paid parental leave

Period which coincides with the parental leave period for the secondary caregiver	Parental leave with pay under this Agreement
Date of commencement of this Agreement to 28 February 2025	8 weeks, or top up to 8 weeks where a lesser period of parental leave has already been provided
1 March 2025 to 28 February 2026	11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided
1 March 2026 to 27 February 2027	14 weeks, or top up to 14 weeks where a lesser period of parental leave has already been provided
On and from 28 February 2027	18 weeks, or top up to 18 weeks where a lesser period of parental leave has already been provided

253. **Flexibility.** Parental leave with pay, whether provided as maternity leave under the ML Act or under this Agreement, can be accessed flexibly during the parental leave period and does not have to be taken in



a single block. For the avoidance of doubt, parental leave can be used to replicate a part-time work arrangement, and can be taken concurrently with another parent in relation to the same child.

254. **Rate of payment** during paid parental leave is the same as for an absence on personal/carer's leave and based on the employee's weekly hours at the time of the absence.
255. **Half-pay option.** The payment of any paid parental leave may be spread over a maximum period of 36 weeks at the rate of, no less than, half the normal rate of salary. All paid parental leave counts as service for all purposes, where permitted by legislation.

Adoption and long-term foster care

256. An employee who is a primary caregiver or secondary caregiver is entitled to parental leave in accordance with this Agreement for adoption or long-term foster care, provided that the child:
- 256.1 is under 16 as at the day (or expected day) of placement;
 - 256.2 has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement; and
 - 256.3 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
257. Documentary evidence of approval for adoption or enduring parental responsibilities under formal fostering arrangements must be submitted when applying for parental leave for adoption or long-term foster carer purposes.

Stillbirth

258. Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
259. A stillborn child is a child:
- 259.1 who weighs at least 400 grams at delivery or whose period of gestation was 20 weeks or more;
 - 259.2 who has not breathed since delivery; and
 - 259.3 whose heart has not beaten since delivery.

Pregnancy loss leave

260. A pregnant employee who experiences, or an employee whose partner experiences, pregnancy loss is entitled to one weeks' paid leave. Pregnancy loss is a miscarriage or other loss of pregnancy that occurs between 12 and 20 weeks' gestation that is not a stillbirth.
261. Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this Agreement.

Premature birth

262. In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose partner has given birth prematurely, is entitled to paid premature birth leave from the date of the child's birth up to just before 37 weeks' gestation. Parental leave with pay is then available from what would have been 37 weeks' gestation in accordance with parental leave in this Agreement, noting the parental leave period commences on the child's date of birth.

Transitional provisions

263. Employees eligible for paid leave under the ML Act are required under legislation to use their paid maternity leave first. In this circumstance, the employee may postpone their paid premature birth leave otherwise payable under clause 262 until after the legislated paid maternity leave is used.



Kinship care placement leave

264. For an employee who is either the primary or secondary 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:
- 264.1 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;
 - 264.2 there is no additional entitlement if there is more than one child placed with the employee.
 - 264.3 the employee must be the primary or secondary caregiver of the child placed in the employee's care at all times during the leave period.
265. An employee who is a caregiver for a child under a Foster Care placement is only eligible to receive the benefit under one of clauses 256 or 264.

Compassionate leave

266. Employees will be eligible for three days paid compassionate leave on each occasion when:
- 266.1 a member of their family, household or someone they have a close personal relationship with contracts, develops or sustains a life-threatening illness or injury; or
 - 266.2 the employee or their spouse/partner has a miscarriage.
267. An employee may be asked to provide evidence to support their absences on compassionate leave.
268. Compassionate leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
269. For casual employees, compassionate leave is unpaid.

Bereavement leave

270. Employees will be eligible for three days paid bereavement leave on each occasion when:
- 270.1 a member of their family (including a member of their household) or someone they had a close personal relationship dies; or
 - 270.2 a child is stillborn, where the child was a member of their family (including a member of their household).
271. An employee may be asked to provide evidence to support their absences on bereavement leave.
272. Bereavement leave for an occasion may be taken as three consecutive days or in separate periods totalling three days. This can include part days.
273. For casual employees, bereavement leave is unpaid.

Emergency response leave

274. In line with section 108 of the FW Act, an employee who engages in an eligible community service activity can get emergency response leave to volunteer for emergency management duties for:
- 274.1 the time engaged in the activity
 - 274.2 reasonable travelling time; and
 - 274.3 reasonable recovery time.
275. Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at their full rate of pay per year if required. The CEO may provide additional emergency response leave with pay.
- 275.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
276. Paid leave may be refused where the employee's role is essential to the ASC's response to the emergency.



277. An employee must provide evidence that the organisation requests their services. Employees can provide evidence before or as soon as practical after their emergency service activity.
278. The CEO may approve reasonable paid or unpaid leave for the ceremonial duties and training.
279. Emergency response leave, with or without pay, will count as service.

Jury duty

280. Employees who are required by a court to attend either for jury selection, or to act as a juror, will be released from duty for the required period, without the need to apply for leave.
281. Full and part-time employees will be released from duty on their full rate of pay. Payment for casuals will be as per the relevant state legislation.
- 281.1 For the purpose of this clause, full rate of pay is to be as if the employee was at work.
282. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
283. If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must pay that amount to the ASC for the period of absence. This will be administered in accordance with the overpayments clause.

Defence reservist leave

284. The CEO will give an employee leave with or without pay to undertake:
- 284.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and
- 284.2 Australian Defence Force Cadet obligations
285. An employee who is a Defence Reservist can take leave with pay for:
- 285.1 up to four weeks (20 days) in each financial year (pro-rata for part-time employees); and
- 285.2 an extra two weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).
286. Leave can be built up and taken over two consecutive years. This includes the extra two weeks in the first year of service.
287. An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to three weeks in each financial year to perform their duties, Australian Defence Force Cadets means:
- 287.1 Australian Navy Cadets;
- 287.2 Australian Army Cadets; and
- 287.3 Australian Air Force Cadets.
288. In addition to the entitlement at clause 285, paid leave may be granted to an employee to attend an interview or medical examination in connection with the enlistment of the employee in a Reserve Force of the Defence Force.
289. Paid defence reservist leave counts for service.
290. Unpaid defence reservist leave for six months or less counts as service for all purposes, inclusive of periods of CFTS. Unpaid leave taken over six months counts as services, except for annual leave.
291. An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

Defence service sick leave

292. An employee is eligible for defence sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is a result of either:
- 292.1 war like service; or
- 292.2 non-war like service
293. An eligible employee can get two types of credits:



293.1 an initial credit of nine weeks (45 days) defence service sick leave (pro-rata for part-time employees) will apply as at the following dates, whichever is later:

293.2 they start employment with the ASC; or

293.3 DVA certifies the condition; and

293.4 an annual credit of three weeks (15 days) defence service sick leave (pro-rata for part-time employees).

294. An employee can use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition.

295. Unused annual credits can be built up to nine weeks.

296. An employee cannot use annual credits until the initial credit is exhausted.

297. Defence service sick leave is paid and counts as service for all purposes.

Leave to attend proceedings

298. An employee giving evidence before a Court, Tribunal or Royal Commission on behalf of the Commonwealth or a Commonwealth party in the course of their duties, will be considered on duty.

299. An employee who is not covered under clause 298, and is required to give evidence to, appear before or attend to instruct a representative at a Court, Tribunal or Royal Commission in relation to their duties will be released from duty without loss of pay. This includes in proceedings relating to a dispute between the employee and the ASC.

300. An employee may otherwise be granted paid or unpaid discretionary leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason. Where approval for unpaid leave is given, the employee may elect to use accrued annual leave, flex leave or time off in lieu.

301. The CEO may refuse to release an employee from duty having regard to business requirements and whether the employee's attendance is necessary for the Court, Tribunal or Royal Commission hearing.



Section 6 – Employee support and workplace culture

Blood donation

302. An employee can take reasonable time away from duty during their ordinary work hours to donate blood, plasma or platelets. It includes reasonable travel time and employers will consider employees on duty.
303. The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

Vaccinations

304. The ASC will offer annual influenza vaccinations at no cost to all employees.
305. Where the ASC requires an employee performing a role to be vaccinated for a particular condition, the vaccination will be offered at no expense to the employee.

Employee assistance programs

306. Employees, their partners, and their dependants/children will have access to a confidential, professional counselling service to assist employees to manage personal and work issues. This service will be provided at no cost to employees by the ASC and will be accessible on paid time.

Respect at work

Principles

307. The ASC values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The ASC recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.
308. The ASC recognises that approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace should be holistic and consistent with the Australian Human Rights Commission's guidance, including the *Good Practice Indicators Framework for Preventing and Responding to Workplace Sexual Harassment*.

Consultation

309. The ASC will consult with employees and their union(s) in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

Family and domestic violence support

310. The ASC will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.
311. The ASC recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.
312. Family and domestic violence support provisions, including paid leave, are available to all employees covered by this Agreement. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes



313. An employee experiencing family and domestic violence support is able to access paid discretionary leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:
- 313.1 illness or injury affecting the employee resulting from family and domestic violence;
 - 313.2 providing care or support to a family or household member who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
 - 313.3 providing care or support to a family or household member who is also experiencing family and domestic violence, and is affected by an unexpected emergency as a result of family and domestic violence;
 - 313.4 making arrangements for the employee's safety, or the safety of a close relative;
 - 313.5 accessing alternative accommodation;
 - 313.6 accessing police services;
 - 313.7 attending court hearings;
 - 313.8 attending counselling; and
 - 313.9 attending appointments with medical, financial or legal professionals.
314. Given the emergency context in which leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
315. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
316. Paid discretionary leave available under this clause is paid for ongoing and fixed term employees at their full rate as if they were at work. This entitlement exists in addition to an employee's existing leave entitlements and may be taken as consecutive days, single days or part days and will count as service for all purposes.
317. Paid leave for casual employees under this clause is paid at their full pay rate for the hours they were rostered to work in the period they took leave.
318. Evidence may be requested to support the ASC in approving leave. In most cases, this will not be required. Where it is required, this will be discussed with the employee and a statutory declaration is the only form of evidence the ASC will require, unless the employee chooses to provide another form of evidence.
319. An employee may also choose to provide other forms of evidence, including a medical certificate, or document issued by the Police Service, a Court, a Doctor, district Nurse, a Family Violence Support Service or Lawyer.
320. The ASC will take all reasonable measures to treat information relating to family and domestic violence confidentially. The ASC will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the ASC may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
321. Where the ASC needs to disclose confidential information for purposes identified in clause 320, where it is possible the ASC will seek the employees' consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
322. The ASC will not store or include information on the employee's payslip in relation to the employee's experience of family and domestic violence, any leave accessed for the purposes of family and domestic violence; or support(s) provided by the employer, unless otherwise required by legislation.
323. Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their bandwidth or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
324. The ASC will acknowledge and take into account an employee's experience of family and domestic violence if an employee's attendance or performance at work is affected.
325. Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.



Integrity and transparency

- 326. The ASC understands that procedural fairness is essential in building and maintaining trust with ASC employees, and that it requires fair and impartial processes for employees affected by ASC decisions.
- 327. Employees are to give advice that is frank, honest, timely and based on the best available evidence. Employees will not be disadvantaged or discriminated against because they have given advice in accordance with their expertise or professional qualifications and in accordance with the ASC Code of Conduct.

First Nations cultural competency training

- 328. Beginning with ASC7 employees, the CEO will take reasonable steps to ensure all employees employed at the commencement of this Agreement or any new ASC7 employees who commence within the first six months of this Agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the Agreement.
- 329. Any new ASC7 employee who commences after six months of the commencement of this Agreement will be required to complete a relevant First Nations cultural competency training course within six months of their engagement or promotion.

Lactation and breastfeeding support

- 330. Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.
- 331. The ASC will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 332. In considering whether a space is appropriate, an agency should consider whether:
 - 331.1 there is access to refrigeration;
 - 331.2 the space is lockable;
 - 331.3 there are facilities needed for expressing, such as appropriate seating.
- 332. Where it is not practicable for an ASC site to have a designated space, a flexible approach will be taken so that the employee can access the support required.
- 333. The ASC will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.
- 334. The manager and employee shall discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as working from home and/or remote working or varying work hours on an ad-hoc or regular basis. Wherever possible, requests by an employee will be accommodated, noting these needs may change over time.
- 335. Further information is available in policy.

Disaster support

- 336. Where an official disaster or emergency is declared and this prevents an employee from reasonably attending work, or where it impacts their household or home, the CEO will consider flexible working arrangements to assist the employee to perform their work.
- 337. Where flexible working arrangements are not appropriate, the CEO may grant paid discretionary leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.
- 338. In considering what period of leave is appropriate, the CEO will take into account the safety of the employee, their family (including their household) and advice from local, State and Commonwealth authorities.



Access to facilities

339. Employees based in Canberra will be provided priority access to the Child Care Centre operated by the ASC at the Bruce campus.
340. Employees working at the Bruce campus will be provided with access to free, on-site car parking subject to operating requirements.
341. Subject to availability, employees working 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.
342. Access to and the use of these facilities must be consistent with ASC policy regarding their use and is subject to the ASC's business needs and the operating requirements of each facility at all times. Employees must take reasonable care of their own health and safety and others' when using facilities made available to them.



Section 7 – Performance and development

Employee performance management

343. All employees must participate in the ASC scheme for managing individual work planning and performance assessment.
344. 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 in line with ASC policy and guidance.

Work level standards

345. The ASC Work Level Standards continue to operate and describe the standard of work expected at each ASC classification in this Agreement.

Adapting jobs to new circumstances

346. 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.
347. 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.

Transferring an employee at level

348. 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.
349. 'At level' means to a position within the same classification in the ASC classification structure as the employee's existing position and at the same salary level within the grade.

Workloads

350. The ASC recognises the importance of employees balancing their work and personal life. While it is acknowledged that at times it may be necessary for some extra hours being worked by some employees, this should be regarded as the exception rather than the rule.
351. When determining workloads for an employee or group of employees, the ASC will consider the need for employees to strike a balance between their work and personal life.
352. Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the ASC and employee/s together must review the employees' workloads and priorities, and determine appropriate strategies to manage the impact on the employee or group of employees.

Professional development

353. The ASC recognises the importance of investing in learning and development strategies to offer professional development and career opportunities.
354. Employees and managers are jointly responsible for identifying professional development needs and opportunities. Investment in professional development must align with ASC priorities, individual and team development needs, and be affordable within budget allocations.



Section 8 – Consultation, grievance and dispute resolution terms

Consultation

Principles

355. Genuine and effective consultation with employees and the relevant union(s), taking into account the diverse needs of employees, fosters a positive and inclusive workplace, enabling the views of employees to be considered.
356. The ASC recognises:
- 356.1 the importance of inclusive and respectful consultative arrangements;
 - 356.2 employees and the relevant union(s) should have a genuine opportunity to influence decisions;
 - 356.3 the nature and extent of consultation will vary depending on the proposed change and the likely impact on employees. Consultation on agency policies may occur over at least two weeks, whereas a major change is likely to require a more extensive consultation process;
 - 356.4 consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and
 - 356.5 the benefits of employee and union involvement and the right of employees to be represented by their union(s).
357. Genuine and effective consultation involves:
- 357.1 providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;
 - 357.2 providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;
 - 357.3 considering feedback from employees and the relevant union(s) in the decision-making process; and
 - 357.4 advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

When consultation is required

358. Consultation is required in relation to:
- 358.1 changes to work practices which materially alter how an employee carries out their work;
 - 358.2 changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);
 - 358.3 major change that is likely to have a significant effect on employees;
 - 358.4 implementation of decisions that significantly affect employees;
 - 358.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this Agreement); and
 - 358.6 other workplace matters that are likely to significantly or materially impact employees.
359. The ASC, employees and the relevant union(s) recognise that consultation prior to a decision may not be practicable where a decision is made by Government or is required due to matters beyond the reasonable control of the agency. In these circumstances, consultation regarding the implementation of the decision will occur as early as is reasonably practicable.



Provisions for consultation on major change and introduction of a change to regular roster or ordinary hours of work of employees

360. This clause applies if the ASC:

360.1 proposes 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 the employees;
or

360.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Representation

361. Employees may appoint a representative for the purposes of the procedures in this clause. A representative for the purpose of this clause may be a union representative.

362. The ASC must recognise the representative if:

362.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

362.2 the employee or employees advise the employer of the identity of the representative.

Major change

363. In this clause, a major change is likely to have a significant effect on employees if it results in, for example:

363.1 the termination of the employment of employees; or

363.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

363.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
or

363.4 the alteration of hours of work; or

363.5 the need to retrain employees; or

363.6 the need to relocate employees to another workplace; or

363.7 the restructuring of jobs.

364. The following additional consultation requirements in clause 365 to 371 apply to a proposal to introduce a major change referred to in clause 358.3.

365. Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 359.

366. Where practicable, an ASC change manager or a primary point of contact will be appointed and their details provided to employees and the relevant union(s) and/or their recognised representatives.

367. The ASC must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.

368. As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 359, the ASC must:



- 368.1 discuss with affected employees and relevant union(s) and/or other recognised representatives:
- 368.1.1 the proposed change:
 - 368.1.1.1 the effect the proposed change is likely to have on the employees; and
 - 368.1.1.2 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 368.1.2 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 368.1.2.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 368.1.2.2 information about the expected effects of the proposed change on the employees; and
 - 368.1.2.3 any other matters likely to affect the employees.
369. The ASC must give prompt and genuine consideration to matters raised about the major change by employees and the relevant union(s) and/or other recognised representatives.
370. However, the ASC is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
371. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the ASC, the requirements set out in clauses 365 to 369 are taken not to apply.

Change to regular roster or ordinary hours of work

372. The following additional consultation requirements in clause 373 to 376 apply to a proposal to introduce a change referred to in clause 358.5.
373. The ASC must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
374. As soon as practicable after proposing to introduce the change, the ASC must:
- 374.1 discuss with employees and the relevant union(s) and/or other recognised representatives the proposed introduction of the change; and
 - 374.2 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
 - 374.2.1 all relevant information about the proposed change, including the nature of the proposed change; and
 - 374.2.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
 - 374.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 374.3 Invite employees and the relevant union(s) and/or other recognised representatives to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). However, the ASC is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
375. The ASC must give prompt and genuine consideration to matters raised about the proposed change by the employees and the relevant union(s) and/or other recognised representatives.

Interaction with emergency management activities

376. Nothing in this term restricts or limits the ability of a designated emergency management body to undertake activities provided at section 195A(1) of the FW Act.



Staff Consultative Group

377. 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:
- 377.1 the application, interpretation or implementation of this Agreement and related employment policies and guidelines; and
 - 377.2 issues that have the potential to impact employees generally in their employment.
378. ASC SCG will operate subject to an agreed terms of reference and structure for the term of the Agreement. Representation on the committee will be in accordance with the terms of reference.

Review of actions

379. ASC employees are entitled to request a review of decisions that relate to their employment where such decisions have not been able to be resolved at the workplace level.
380. For an action to be reviewable, it must directly relate to the employee's employment and does not relate to recruitment and selection, assignment of duties or termination of employment.
381. When an employee makes a formal request for review of a decision, the CEO will review the matter or appoint a person to do so, unless the request is frivolous or vexatious. A decision on the matter will be communicated in writing to the employee by the CEO as soon as practicable.
382. If the employee is not satisfied with the outcome of the initial review, they may request in writing that a secondary review be conducted by an independent person that is agreed to by the CEO and the affected employee.
383. The independent person will conduct a secondary review and provide a report to the CEO for final decision. The cost of engaging an independent reviewer will be borne by the ASC.
384. Reviews will be conducted with procedural fairness and the principles of natural justice.

Dispute resolution terms

385. If a dispute relates to:
- 385.1 a matter arising under the Agreement; or
 - 385.2 the NES;
- this term sets out procedures to settle the dispute.
386. An employee or union who is covered by this Agreement may initiate and/or be a party to a dispute under this term.
387. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. Representatives will be recognised and dealt with in good faith.
388. Parties to the dispute must attempt to resolve the dispute at the workplace level, by discussion between the employee or employees and relevant managers. Parties to the dispute will notify higher level managers to assist in the resolution of the dispute. Parties will give genuine consideration to proposals to resolve the dispute.
389. If a dispute about a matter arising under this Agreement is unable to be resolved at the workplace level, and all appropriate steps under clause 388 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
390. The Fair Work Commission may deal with the dispute in two stages:



390.1 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

390.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

390.2.1 arbitrate the dispute; and

390.2.2 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 FW 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 FW Act. Therefore, an appeal may be made against the decision.

391. While the parties are attempting to resolve the dispute using the procedures in this term:

391.1 an employee must continue to perform their work as they would normally in accordance with established custom and practice at the ASC that existed immediately prior to the dispute arising unless they have a reasonable concern about an imminent risk to their health or safety; and

391.2 subject to 391.1, 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:

391.2.1 the work is not safe; or

391.2.2 applicable work health and safety legislation would not permit the work to be performed;
or

391.2.3 the work is not appropriate for the employee to perform; or

391.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

392. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

393. Any disputes arising under the previous Agreement or the NES that were formally notified under clause 42 of that Agreement before the commencement of this Agreement, that remain unresolved at the date of commencement of this Agreement, will be progressed under the dispute resolution procedures in this Agreement.

Leave of absence to attend proceedings

394. Where the provisions of clauses 385 to 389 have been complied with, and to assist in the resolution of the matter, the employee, and/or the union delegate or other employee representative referred to in clause 386, or employee required to provide evidence, will be granted paid time to attend dispute resolution processes and proceedings in the Fair Work Commission arising from referral of the matter in clause 389.

Delegates' rights

395. Union delegates play an important and legitimate role in the workplace. This includes representing their members and supporting employee access to union officials, and providing employee views to the agency.

396. The role of union delegates is to be respected and supported.

397. The ASC and union delegates will work together respectfully and collaboratively.

Supporting the role of union delegates

398. The ASC respects the role of union delegates to:



- 398.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;
 - 398.2 consult with other delegates and union officials, and get advice and assistance from union officials;
 - 398.3 represent the interests of members to the employer and industrial tribunals; and
 - 398.4 represent members at relevant union forums, consultative committees or bargaining.
399. The ASC and union delegates recognise that undertaking the role of a union delegate is not the primary purpose of an employee's engagement, and must work with and not unreasonably impact their regular duties. Honorary officials may request additional time and facilities from time to time.
400. Union delegates will be provided with reasonable paid time during their normal working hours to perform their union delegate role. The paid time provided should not result in disruption to critical services or operational requirements.
401. To support the role of union delegates, the ASC will, subject to legislative and operational requirements, including privacy and security requirements:
- 401.1 provide union delegates with reasonable access to agency facilities and resources, including for paid or unpaid meetings between employees and their unions and to communicate with union officials;
 - 401.2 advise union delegates and other union officials of the agency facilities and resources available for their use, which may include telephone, photocopying, internet, and email;
 - 401.3 allow reasonable official union communication appropriate to the agency from union delegates with employees, including through email, intranet pages and notice boards. This may include providing a link to a union website for employees to access union information. Any assistance in facilitating email communications does not include an agency vetoing reasonable communications;
 - 401.4 provide access to new employees as part of induction; and
 - 401.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
402. Where ASC employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or ASC before speaking publicly in that capacity, subject to the ASC Code of Conduct and legislative requirements.



Section 9 – Separation and retention

Resignation

403. An employee may resign from their employment by giving the CEO at least 14 calendar days' notice.
404. At the discretion of the CEO, the resignation may take effect at an earlier date within the notice period. In such cases, the employee will receive paid compensation in lieu of the notice period which is not worked.
405. The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

Payment on death of an employee

406. When an employee dies, or the CEO has directed that an employee is presumed to have died on a particular date, subject to any legal requirements, the CEO must authorise payments to the partner, dependants or legal representative of the former employee, the amount to which the former employee would have been entitled had they ceased employment through resignation or retirement, or where legislation provides specifically for amounts calculated based on the death of the employee, those amounts. If payment has not been made within a year of the former employee's death, it should be made to their legal representative.

Unauthorised absences

407. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement cease to be available until the employee resumes duty or is granted leave. Such absences will not count as service for any purpose.
408. Where an employee is absent from duty without approval for more than three consecutive working days, ASC may commence action on the grounds of non-performance of duties resulting in the employee's employment being terminated.

Breaches of the ASC Code of Conduct

409. ASC employees are subject to the ASC Code of Conduct at any time in connection with their duties, within Australia or overseas, including when on representational duties.
410. 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:
- 410.1 Suspend the employee with or without pay as set out in clauses 412 to 417:
 - 410.2 Temporarily re-assign or modify duties; or
 - 410.3 Assign a new work location
411. Where an employee has been found by the CEO to be in breach of the ASC Code of Conduct, they may have one or more of the following sanctions imposed on them:



- 411.1 A reprimand;
- 411.2 Deductions from salary, by way of fine;
- 411.3 Reduction in salary;
- 411.4 Re-assignment of duties;
- 411.5 Reduction in classification;
- 411.6 Termination of employment.

Suspension from duty

412. An employee suspected of having potentially breached the ASC Code of Conduct may be suspended by the CEO for performing duty with or without pay where the suspension is:
- 412.1 in the public interest,
 - 412.2 in the ASC's interests,
 - 412.3 in the interests of other employees, or
 - 412.4 where an employee loses a qualification or regulatory approval or license that is essential to their employment.
413. An additional factor to be considered when making a decision to suspend an employee from duty without pay and benefits is the seriousness of the suspected misconduct and whether the sanction imposed might be termination of employment if the suspended misconduct was determined to be a breach of the Code of Conduct.
414. Where an employee is suspended with or without pay and benefits 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.
415. Alternatively, the CEO may inform the employee that the employee will remain on suspension with or without pay and benefits. 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 is made. An employee may make a written request to the CEO to have the suspension reviewed at any time.
416. Where the suspension is without pay and benefits, the maximum period is generally to be no more than 30 days. A longer period of suspension without pay is permitted only where there are exceptional circumstances. However, a suspension must end:
- 416.1 immediately when the CEO no longer believes, on reasonable grounds, that:
 - 416.2 the employee has, or may have, breached the ASC Code of Conduct, or
 - 416.3 that it is in the public interest, or the ASC's interest, to continue the suspension; and
 - 416.4 as soon as any sanction is imposed for the relevant breach of the ASC Code of Conduct.
417. Where allegations against an employee who has been suspended without pay and benefits 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. The employee will be re-credited leave taken during the suspension period.

Appeals against termination of employment

418. The exhaustive rights and remedies of an employee in relation to termination of employment are those under the FW Act, other Commonwealth laws (including the Constitution) and common law.

Redundancy

419. Ongoing employees are entitled to the redundancy provisions of this Agreement if their employment is terminated by the CEO for reasons of redundancy. Redundancy provisions also apply to 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.



420. The CEO will notify an employee in writing for the reason giving rise to them becoming an "excess employee".
421. If the CEO notifies an employee that they are an excess employee in writing, the CEO will hold a discussion with the employee, and where the employee chooses, a representative nominated by the employee, to discuss the following options:

Redeployment at level

- 421.1 An employee is no longer excess to requirements of the ASC in accordance with clause 417 if the CEO can place the employee in another suitable position for which they hold the requisite skills and qualifications that is within the same classification as their existing position.

Redeployment to a lower classification

- 421.2 An employee is no longer excess to the requirements of the ASC if the ASC CEO offers a suitable position in a classification that is lower than the existing classification, and the employee chooses to accept this.

Discussion period

422. If an employee cannot be redeployed in accordance with clause 421.1 or 421.2 or does not choose to be redeployed in accordance with clause 421.1 or 421.2 within 30 days of the date of the letter notifying them that they are an excess employee in accordance with clause 420, redundancy provisions will apply.
423. An excess employee who cannot be redeployed in accordance with clause 421.1 or 421.2 will be formally notified by the CEO in writing that their position is redundant and given details of benefits to apply on redundancy.

Notice period

424. A redundancy will take effect five weeks from the date of the formal notification to the excess employee (the notice period). However, if the excess 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 base salary for the unexpired portion of the five week notice period in addition to the redundancy payment benefit below.

Provision of information

425. An excess employee who is notified in writing that their position is redundant will be entitled to have access to information related to redundancy provisions, including but not limited to the estimated amount of redundancy pay they will receive, payment in lieu of notice and likely payment in lieu of annual and long service leave credits, where applicable.

Redundancy pay

426. An eligible employee whose position is made redundant shall receive:
- 426.1 Four weeks' base redundancy pay, plus
- 426.2 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 unless the NES entitles the employee to a higher amount.
427. If an employee has been performing duties at a higher classification for a continuous period of at least 12 months immediately preceding the date on which the notice period commences, the base pay will be calculated on the higher salary.
428. If an employee has been in receipt of other allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for



expenses incurred, or for payment for disabilities associated with the performance of duty, these will be included in the redundancy pay calculation.

429. For the purposes of this clause:

429.1 'eligible service' means service with the ASC and prior Government service as defined in section 10 of the Long Service Leave Act.

429.2 for periods of eligible service to count for severance pay:

429.2.1 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

429.2.2 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).

430. 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 \$2,596 for professional services in financial advice, personal counselling and job seeking.

431. The ASC must approve the providers and the amount to be paid in advance of the provision of the service. All claims for payment or reimbursement must be submitted within three months of the date of termination of employment.

432. 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 \$2,596 for travel and removal costs associated with relocating to another city or town of the employee's choice. All claims for payment or reimbursement must be submitted within three months of the date of termination of employment.



Schedule 1 – ASC base salaries

1. The salary ranges for each classification in the ASC Classification structure are prescribed in Table 8 below.

Table 8. ASC classification and salary structure

Column 1	Column 2	Column 3	Column 4	Column 5
Classification and pay points	Previous Agreement salaries – transitional pay points	1 June 2024	1 June 2025	1 June 2026
ASC1				
ASC1.1	48,581	50,524	52,444	54,227
ASC1.2	50,038	52,040	54,017	55,854
ASC1.3	51,540	53,601	55,638	57,530
ASC1.4	51,992	54,072	56,126	58,035
ASC2				
ASC2.1	53,147	55,273	57,373	59,324
ASC2.2	54,741	56,931	59,094	61,104
ASC2.3	56,384	58,639	60,867	62,937
ASC2.4	58,075	60,398	62,693	64,825
ASC2.5	59,817	62,210	64,574	66,770
ASC2.6	61,612	64,076	66,511	68,773
ASC2.7	63,460	65,999	68,507	70,836
ASC2.8	65,364	67,979	70,562	72,961
ASC2.9	65,858	68,492	71,095	73,512
ASC3				
ASC3.1	67,013	69,694	72,342	74,801
ASC3.2	69,023	71,784	74,512	77,046
ASC3.3	71,094	73,938	76,747	79,357
ASC3.4	73,227	76,156	79,050	81,738
ASC3.5	75,424	78,441	81,421	84,190
ASC3.6	77,686	80,794	83,864	86,715
ASC3.7	79,723	82,912	86,063	88,989



ASC4				
ASC4.1	82,032	85,313	88,555	91,566
ASC4.2	84,493	87,873	91,212	94,313
ASC4.3	87,028	90,509	93,948	97,142
ASC4.4	89,639	93,224	96,767	100,057
ASC4.5	92,328	96,021	99,670	103,058
ASC4.6	94,742	98,532	102,276	105,753
ASC5				
ASC5.1	98,209	102,137	106,019	109,623
ASC5.2	101,155	105,201	109,199	112,912
ASC5.3	104,190	108,358	112,475	116,299
ASC5.4	107,316	111,608	115,849	119,788
ASC5.5	110,535	114,956	119,325	123,382
ASC5.6	113,229	117,758	122,233	126,389
ASC6				
ASC6.1	115,540	120,162	124,728	128,968
ASC6.2	119,006	123,766	128,470	132,838
ASC6.3	122,576	127,479	132,324	136,823
ASC6.4	126,254	131,304	136,293	140,927
ASC6.5	130,041	135,243	140,382	145,155
ASC6.6	133,943	139,300	144,594	149,510
ASC6.7	136,336	141,789	147,177	152,181
ASC7				
ASC7.1	143,271	149,002	154,664	159,922
ASC7.2	147,569	153,472	159,304	164,720
ASC7.3	151,996	158,076	164,083	169,662
ASC7.4	156,556	162,818	169,005	174,752
ASC7.5	161,253	167,703	174,076	179,994
ASC7.6	166,090	172,734	179,298	185,394
ASC7.7	171,073	177,916	184,677	190,956
ASC7.8	174,466	181,445	188,340	194,743



Postgraduate scholarship placement

2. 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 32 (Performance-based Salary Advancement) is therefore not applicable to postgraduate scholarship holders.
3. Where a placement is to continue into a second year, a new contract of employment will be offered.

Apprenticeship rates

4. 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:
 - 4.1 1st year trades apprentice (45%)
 - 4.2 2nd year trades apprentice (55%)
 - 4.3 3rd year trades apprentice (75%)
 - 4.4 4th year trades apprentice (90%)
5. The provisions of clause 32 (Performance-based Salary Advancement) do not apply.



Schedule 2 – Supported wage system

1. This schedule defines the condition which will apply to employees because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

Definitions

2. In this schedule:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

Disability Support Pension means the commonwealth Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website (www.jobaccess.gov.au).

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

Supported wage rates

5. Employees to whom this clause applies shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Table 9. Applicable percentage of relevant minimum wage paid to applicable employees

Assessed capacity	Percentage of Agreement rate
10%	10%
20%	20%



30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

6. Provided that the minimum amount payable to an employees to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.
7. Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

8. For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.
9. Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

Lodgement of SWS Wage Assessment Agreement

10. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
11. All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

Review of assessment

12. The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

Other terms and conditions of employment

13. Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.



Workplace adjustment

14. An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

15. In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
16. During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
17. The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.
18. Work trials should include induction or training as appropriate to the job being trialled.
19. Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 [Assessment of capacity] in this schedule.



Schedule 3 – Broadband arrangements for specified AIS performance support professional positions

1. The AIS Performance Support professional position broadband comprises a 'lower' and 'upper' tier for specified professional roles aligned with ASC5 and ASC6 positions of the ASC Classification Structure
2. It applies only to specified AIS Performance Support professional positions and no other employment categories.
3. It will only become operative for an AIS specialty when specific 'advancement criteria' are approved by the AIS for a particular performance support specialty and the AIS group is ready to implement it so that it meets the required business objectives.
4. Once Implemented in the AIS group, 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

5. The criteria approved for advancement to an ASC6 (upper tier) position in a specialty will include a combination of the following elements that must all be satisfied for advancement to be considered:
 - 5.1 work at the ASC6 level being required on a continuing basis;
 - 5.2 specified, advanced tertiary qualifications (in a specific field or fields of study);
 - 5.3 'relevant experience', being required years of experience with suitable breadth and depth of experience;
 - 5.4 prescribed capability to 'lead' and provide 'leadership' suitable to the collaborative partnering and servicing environment of the AIS, leadership of and for a professional specialty and managerial capability as needed; and
 - 5.5 a rating of 'exceeds expectations' in the most recently completed annual performance assessment.
6. 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 AIS Performance Service Manager and or the AIS Chief Medical Officer and 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).



Signatories

Signed for and on behalf of the **AUSTRALIAN SPORTS COMMISSION:**

Full Name: Kieren Perkins OAM
Position: Chief Executive Officer
Agency: Australian Sports Commission
Address: Leverrier Street, Bruce ACT 2617

Signed for and on behalf of the **COMMUNITY AND PUBLIC SECTOR UNION:**

Full Name: Melissa Payne
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Signed for and on behalf of the **PROFESSIONALS AUSTRALIA:**

Full Name: Kathleen Studdert
Position: Director ACT
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Signed for and on behalf of the **EMPLOYEE BARGAINING REPRESENTATIVES:**

Full Name: Ashley Madgwick
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Australian Government
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Undertaking for an application to approve a single enterprise agreement

THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/2093

Applicant:

Australian Sports Commission

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kieren Perkins, Chief Executive Officer, have the authority given to me by the Australian Sports Commission to give the following undertakings with respect to the Australian Sports Commission Enterprise Agreement 2024 – 2027 ("the Agreement"):

1. The percentage of Apprenticeship rates payable to employees undertaking a trade apprenticeship identified in schedule 1 clause 4, are to be substituted with:
 - 1st year trades apprentice (80%)
 - 2nd year trades apprentice (86%)
 - 3rd year trades apprentice (88%)
 - 4th year trades apprentice (92%)
2. Employees who meet the criteria for employment at the Fitness Industry Award Level 4A will be employed at a classification and pay point no less than an ASC2.2.
3. ASC 1 and ASC 2 employees who are regularly required to work between 6-7pm on Monday to Friday, will be employed at a classification and pay point no less than an ASC1.3 or ASC2.5.
4. Shift worker employees will be employed at a classification and pay point no less than an ASC2.5.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Date 25/06/2024