

SCHEDULE

Remuneration and Conditions of Employment for Scott Volkers as Swimming Head Coach of the Queensland Academy of Sport

INTERPRETATION

1. In this schedule -

(a) **“Act”** means the *Public Service Act 1996*;

“Coach” means the person identified on page 1 of this Schedule who is employed by the QAS to perform the Services in clause 4;

“commencement date” means the date on which the Coach takes up duty at the QAS under this employment agreement;

“classification level descriptors” means the document describing the qualifications, skills and experience prerequisites attaching to the various classification levels to which a coach may be appointed;

“Director” means the Director of the Queensland Academy of Sport;

“public service officer” means the category of employee as defined in the *Public Service Act 1996*;

“QAS” means the Queensland Academy of Sport;

“QSuper Act” means the Superannuation (State Public Sector) Act 1990;

“QSuper Accumulation Plan” means the superannuation plan under Chapter 3 of the QSuper Deed;

“salary” means the amount specified in clause (5)(1) which is paid to the Coach by the QAS for the Services set out in clause 4;

“Salary Review Committee” comprises of the Director QAS, the Manager (Sports Programs), and where appropriate a third party appointed by the Director QAS. The Committee is responsible for reviewing and where appropriate altering the salary level of Coaches employed by the QAS.

“Services” means the duties, responsibilities and obligations that the Coach will provide during the term of employment;

“term of employment” means the fixed period of time, from 1 July 1997 to and including 31 October 2000, that the Coach will provide the Services described in clause 4 unless employment is terminated in accordance with clause 10;

“Termination date” means the date on which the Coach’s employment with the QAS ends, whether that be at the end of the term of employment or an earlier date due to any of the reasons specified in clause 10.

- (b) a reference to the singular number includes a reference to the plural number and vice versa;
- (c) a reference to a clause is a reference to a clause of this Schedule;
- (d) a reference to a subclause, paragraph or subparagraph is a reference to a subclause, paragraph or subparagraph of this Schedule;
- (e) a reference to the Act or any other Act includes that Act as amended from time to time or any Act which replaces that Act.

2. Nature of Agreement

- (1) The QAS agrees to employ the Coach in a full-time capacity to provide the Services to QAS, subject to the terms and conditions of this Agreement and the Act.
- (2) The coach agrees to provide the Services which is a fundamental requirement of the Coach’s employment by the QAS.
- (3) The coach is not subject to any Award or industrial instrument of Industrial Relations Commissions at state or federal level.

3. Location

- (1) The Coach shall be located in Brisbane.
- (2) The Coach may be required to travel throughout Queensland, Australia and overseas in the performance of the Services.

4. Services

- (1) The Coach shall provide the following Services during the term of employment, under the direction of the Director of the QAS:
 - (a) Oversee the development and management of the QAS - QSA Target Squad program to ensure appropriate provision of the under-mentioned requirements for QAS/OAP swimmers and coaches.

- Competition and training
 - Sport Science
 - Sports Medicine
 - Athlete Career and Education (ACE) services
 - Equipment
 - Coach Assistance
- (b) Liaise with the individual coaches of identified elite athletes of the QAS Target Squad.
- (c) Assist in preparing and monitoring the budget for the QAS Target Squad program and to report to the Queensland Academy of Sport.
- (d) Liaise with the National Head Coach, the National Youth Coach and the Target Squad Head Coach to facilitate the effective delivery of the Target Squad Program and the Services listed above. ^{27.11.97} *AA*
- (e) Assume responsibility for the day to day coaching of the coach's identified elite squad.
- (f) To supervise the work and education of the QAS Assistant Coach attached to the swim program.
- (g) To develop and deliver an appropriate coach education program for coaches of all Target Squad Swimmers using the services of identified QAS Sport Scientists.
- (h) To identify talented country swimmers and offer guidance, direction, and advice within the parameters of the Academy program. This role would entail effectively liaising with country coaches.
- (i) To make oneself available for National Team functions as designated by Australian Swimming Incorporated and the Queensland Academy of Sport.

5. Salary

- (1) The Coach is entitled to a salary of \$70,146 per annum
- (2) The salary shall be paid fortnightly in arrears.
- (3) The salary of the Coach may be altered by the Salary Review Committee. The Salary Review Committee shall have regard for the Coach's performance as reported in the annual performance appraisal when determining whether the salary should be altered.

6. Leave Entitlements

- (1) The Coach is entitled to leave on the same terms and conditions as if the Coach was a public service officer employed under the Act, except in the case of recreation leave, where the entitlement shall be five (5) weeks per annum.
- (2) Upon termination of employment under this agreement, the Coach will be entitled to a maximum payment of accrued recreation leave of five (5) weeks, notwithstanding that the accrued recreation leave may be in excess of five (5) weeks.

7. Recognition of Prior Service

- (1) The Coach may apply to the QAS for recognition of accumulated long service leave where such leave was accrued with a State or National Sporting Association
- (2) The QAS will not recognise any accumulated recreation leave from the Coach's previous employment.

8. Hours of duty

- (1) The Coach shall work such hours and at such times, as are reasonably required to perform the Services described in clause 4, and shall not be entitled to the payment of any overtime.
- (2) For the purposes of leave and other requirements under the Schedule, the notional working hours shall be the standard working hours of a full time public service officer employed under the Act.

9. Applicable Public Service Determinations

- (1) The following directives issued by the Minister for Training and Industrial Relations, including any amendment that may be approved from time to time, will apply in relation to the employment of the Coach.
 - (a) Directive No. 11 Travelling and Relieving Allowances
 - (b) Directive No. 8 Special Leave

10. Termination of Employment

- (1) The employment of the Coach may be terminated prior to the end of the term of employment by:
 - (a) agreement between the QAS and the Coach; or
 - (b) the Coach providing four weeks notice in writing to the QAS; or

- (c) the QAS because the Coach has behaved in a manner that would be grounds for disciplinary action as defined in the Section 87 of the Act.
- (d) the QAS because of the Coach's mental or physical incapacity to perform the Services.
- (e) the QAS providing 4 weeks notice to the Coach because funding of the relevant sports program has been discontinued.

11. Suspension of Coach

The Coach may be suspended from duty on the same terms as those prescribed by Sections 89 to 92 of the Act.

12. Option to Renew Employment

- (1) Upon the expiration of the term of employment specified in this Schedule, the QAS may, at its option, offer to employ the Coach for a further term of employment upon such terms and conditions as maybe mutually agreed at the time.
- (2) The QAS shall notify the Coach at least 1 month prior to the expiration of the term of employment specified in this Schedule as to whether the QAS intends to offer the Coach a further term of employment.

13. Expenses necessarily incurred

The QAS shall meet all expenses necessarily incurred by the Coach in the performance of the Services, in accordance with policy as determined from time to time by the QAS.

14. Appointment Expenses

The QAS may approve reasonable financial assistance, on such terms and conditions as the circumstances warrant, to defray expenses incurred by the Coach in commencing work with the QAS.

15. Superannuation

- (1) Where the Coach is, at the commencement date -
 - (a) a member of a superannuation plan established under the QSuper Act, the Coach must continue to comply with the requirements of the QSuper Act in respect of the Coach's membership of that plan; or
 - (b) not a member of a superannuation plan established under the QSuper Act, then the Coach must become a member of the QSuper Accumulation Plan under the QSuper Act.

16. Confidential Information

- (1) Except in the proper performance of the Services, the Coach shall not -
- (a) disclose to any person, without the previous consent in writing of the Director; or
 - (b) use in any manner contrary to such responsibilities,

confidential information relating to the Crown, the Government for the time being of the State of Queensland, any department of State in the State of Queensland, the QAS or any sportsperson.
- (2) The Coach shall at all times during employment with the QAS take appropriate action to prevent the disclosure by any person of confidential information referred to in subclause (1).
- (3) The Coach acknowledges that the obligations pursuant to this clause continue to apply after the termination of employment hereunder, without limitation, but shall cease to apply to information or knowledge which may lawfully come into the public domain.

17. Policy and Procedures

The Coach shall abide by the QAS Operational Policy and Procedures Manual, the Office of Sport and Recreation Code of Conduct, the NESC Working Guidelines on Sexual Harassment in Sport and any ethics statement covering employees of the QAS.

18. Whole Agreement

This Schedule supersedes any contracts or undertakings of employment which the Coach had prior to the operation of this Schedule. Any such prior contracts or undertakings will no longer be in force or have any effect.

19. Notice

Any notice required to be given under this Schedule shall be effectively given if made in writing and signed by the party giving such notice and sent to the address for service referred to below for the party or such other address as may be notified to the other party giving such notice.

For the QAS-**For the Coach-**

Director, QAS
Cnr Stanley & Dock Sts
South Brisbane Q 4102

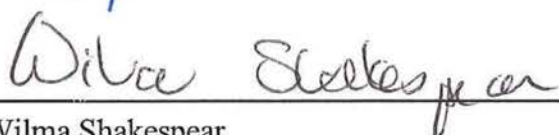
I hereby acknowledge that this Schedule of Remuneration and Conditions of Employment is applicable to my appointment as a Coach at the Queensland Academy of Sport.



Scott Volkers Date: 27-11-97.



Witness Date: 27.11.97



Wilma Shakespear Date: 27. 11. 97
Director, Queensland Academy of Sport

(SCHEDULE ENDS)