

EMPLOYMENT AGREEMENT

PARTIES

1. **Tennis New South Wales Ltd** ABN 30 000 011 558 of Rod Laver Drive, Sydney Olympic Park in the State of New South Wales. (**Employer**)
2. «FIRSTNAME» «SURNAME» of «Street_Address», «Suburb» in the State of New South Wales. (**Employee**)

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- (a) In this Agreement:
 - Act** means the *Fair Work Act 2009 (Cth)* as amended or replaced from time to time;
 - Agreement** means this agreement including all Schedules;
 - Award** means the *Sporting Organisations Award 2010*;
 - Employee** means the employee referred to in Item 1 of Schedule 1;
 - Tennis NSW** means Tennis NSW Ltd.
- (b) For the avoidance of doubt, any policies referred to in this Agreement do not form part of the terms and conditions of the Employee's employment with Tennis NSW and are not contractually binding on Tennis NSW.

2. Parties to this Agreement

The parties to this Agreement are:

- (a) Tennis NSW; and
- (b) the Employee (**Employee**).

3. Employment

- (a) Tennis NSW will employ the Employee on the terms and conditions set out in this Agreement.
- (b) The Employee's employment by Tennis NSW commences on the date specified in Item 8 of Schedule 1 and continues until terminated in accordance with this Agreement.

4. Position

4.1 Position and Location

- (a) The Employee is employed in the position referred to in Item 2 of Schedule 1.

- (b) The Employee's classification and minimum wage under the Award are specified in Item 2A of Schedule 1. The Employee's terms of engagement are as set out in this Agreement.
- (c) The Employee's primary place of work is the location referred to in Item 3 of Schedule 1. However, the Employee may be required to work at other locations, including on a temporary basis, as directed by Tennis NSW.

4.2 Duties

The Employee is to perform the duties set out in Item 4 of Schedule 1. The Employee's duties may be altered by Tennis NSW from time to time at its discretion including to reflect changed business conditions.

4.3 Probationary Period

- (a) The Employee will be employed by Tennis NSW on a probationary basis for the first 3 months of the Employee's employment with Tennis NSW (**Probationary Period**).
- (b) At any time during the Probationary Period, the Employee's employment may be terminated by either party on 1 week's notice or payment in lieu of notice.

5. Hours of Work

- (a) The Employee is employed on a «**Status**» basis.
- (b) If employed on a full time basis, the Employee's ordinary hours of work are 38 hours per week, to be worked between the hours of 8:00am and 6:00pm on weekdays. Tennis NSW may also require the Employee to work reasonable additional hours as required by Tennis NSW, including on weekends.
- (c) If employed on a part time basis, the Employee's ordinary hours of work are as set out in Item 5 of Schedule 1. The Employee's hours may be changed by agreement between the part time employee and Tennis NSW or as otherwise permitted under the Award. Tennis NSW may also require the Employee to work reasonable additional hours as required by Tennis NSW, including on weekends.
- (d) The Employee is entitled to an unpaid lunch break of up to 1 hour per day for every day that the Employee works more than 5 hours. The Employee may take a longer lunch break with the consent of Tennis NSW.

6. Obligations

During the term of the Employee's employment, the Employee must:

- (a) show the utmost good faith and devote the whole of his or her working time and attention to the business of Tennis NSW;
- (b) use his or her best endeavours to promote the development, profitability, interests and welfare of Tennis NSW and any Related Entity of Tennis NSW;
- (c) honestly, faithfully and diligently obey and perform all lawful orders and instructions of Tennis NSW or the person to whom the Employee reports;
- (d) honestly, faithfully and diligently perform the duties and exercise the powers which from time to time may be assigned to the Employee by Tennis NSW, or by the person to whom the Employee reports;

- (e) act in the best interests of Tennis NSW at all times;
- (f) not undertake other employment without the written approval of Tennis NSW;
- (g) not misuse Tennis NSW's property or services, or allow such misuse by other persons;
- (h) as soon as practicable upon becoming aware thereof inform Tennis NSW of any act of dishonesty pertaining to the business, property or transactions of Tennis NSW on the part of any person which may have come to the Employee's knowledge; and
- (i) hold and maintain all required regulatory checks and licenses, including a Working With Children Check or Police Check to enable the proper performance of the Employee's duties.

7. Salary

7.1 Salary/Wage

- (a) The Employee is employed as **«Position»**.
- (b) The Employee will report to the **«Reporting_To»**, who is currently **«Managers_Name»**.
- (c) If the Employee is employed on a full time basis:
 - (i) for any period in which an Individual Flexibility Arrangement substantially in the form set out in Schedule 2 to this Agreement (the **IFA**) applies to the Employee's employment with Tennis NSW:
 - (A) the Employee will be paid an annual salary (inclusive of superannuation) as set out in Item 6 of Schedule 1, which incorporates payment for all reasonable additional hours worked by the Employee (including unusual additional hours pursuant to clause **Error! Reference source not found.**); and
 - (B) the Employee will be entitled to the benefits set out in clauses **Error! Reference source not found.** and 9.5 of this Agreement (subject to the conditions of those clauses);
 - (ii) for any period in which the IFA does not apply to the Employee's employment with Tennis NSW, the Employee will be paid an annual salary (inclusive of superannuation) as set out in Item 6A of Schedule 1, plus other entitlements under the Award as and when they arise (but, to avoid doubt, the Employee will not be entitled to any of the benefits set out in clauses **Error! Reference source not found.** or 9.5 of this Agreement).
- (d) If the Employee is employed on a part time basis:
 - (i) for any period in which the IFA applies to the Employee's employment with Tennis NSW:
 - (A) the Employee will be paid an hourly rate for each hour worked as set out in Item 7 of Schedule 1; and
 - (B) the Employee will be entitled to the benefits set out in clause 8.5 of this Agreement (subject to the conditions of that clause);

- (ii) for any period in which the IFA does not apply to the Employee's employment with Tennis NSW, the Employee will be paid an hourly rate (inclusive of superannuation) as set out in Item 7A of Schedule 1, plus other entitlements under the Award as and when they arise (but, to avoid doubt, the Employee will not be entitled to the benefits set out in clause 8.5 of this Agreement).
- (e) The Employee's salary or hourly rate (less tax and lawful deductions) will be paid once a month into a bank account nominated by the Employee, on the tenth day of each month by electronic funds transfer.
- (f) The Employee's salary or hourly rate will be reviewed on an annual basis with any adjustment to be effective from 1 July each year. The review will involve a consideration of factors including:
 - (i) leading salary indicators, ranges and market trends; and
 - (ii) the Employee's performance, development and overall contribution to Tennis NSW.
- (g) Tennis NSW and the Employee agree that the amount by which the Employee's salary or hourly rate under this Agreement exceeds the minimum wage under the Award is paid in satisfaction of all the Employee's monetary entitlements under the Award.

7.2 Superannuation

- (a) Tennis NSW will make contributions on the Employee's behalf to a complying superannuation fund which meet Tennis NSW's statutory obligations under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- (b) The Employee may request that Tennis NSW make contributions into a specific approved fund of the Employee's choice in accordance with applicable legislation.

7.3 Working Away From Usual Place of Work

If the Employee is required to work on a temporary basis away from the Employee's usual location, and is required for that reason to sleep away from the Employee's usual place of residence, then the Employee is entitled, with the prior written approval of Tennis NSW, to be reimbursed for:

- (a) reasonable travel expenses to and from work at the different location; and
- (b) reasonable expenses incurred for board and lodging.

7.4 Expenses

Tennis NSW will reimburse the Employee for all expenses that are in Tennis NSW's opinion reasonably incurred by the Employee in the course of the Employment. The Employee will be required to produce documentary evidence of these expenses to the satisfaction of Tennis NSW, including a properly completed GST invoice where appropriate.

7.5 Travelling, Transport and Fares

- (a) The Employee may at Tennis NSW's discretion be provided with a company vehicle for the Employee's work use (including for particular trips) on the following terms and conditions:
 - (i) Tennis NSW will pay for:
 - (A) all registration and insurance premiums; and

- (B) all oil, petrol and normal maintenance.
- (ii) The Employee:
- (A) must at all times hold a valid Drivers Licence and it will be the responsibility of the Employee to notify Tennis NSW should the Licence for any reason become invalid or expired;
 - (B) must maintain service records for the vehicle;
 - (C) must not do anything that would breach or cause a breach of a lease or other Tennis NSW obligation, or cause an insurer to refuse to provide insurance cover for the vehicle, including third party insurance cover;
 - (D) must pay any fines imposed in connection with the use of the vehicle; and
 - (E) will be responsible for all liability for costs, losses, damage, injury or other liability that arises from the Employee's use of the Vehicle that is not the responsibility of Tennis NSW under clause 7.5(a)(i) and is not covered by insurance taken out in respect of that vehicle.
- (b) In the event that the Employee is required to travel in the performance of the Employee's duties, and Tennis NSW is unable to provide a Tennis NSW vehicle in accordance with clause 7.5(a), then Tennis NSW will reimburse the Employee for reasonable travelling expenses.
- (c) The Employee may choose to use the Employee's private vehicle for work travel, in which case the Employee will be paid an amount per kilometre travelled in accordance with the Award.
- (d) Domestic, interstate and overseas travel shall be arranged with the approval of the appropriate General Manager, Director or the Chief Executive Officer.

8. Leave Entitlements

8.1 Annual Leave

The Employee will be entitled to paid annual leave of 20 days for each year of continuous service on a pro rata and cumulative basis in accordance with the Act (pro rata if the Employee is part time). Annual leave is to be taken by the Employee at a time agreed with Tennis NSW, provided that Tennis NSW may direct the Employee to take annual leave in accordance with the Act. Accrued annual leave shall not exceed forty days. Unused annual leave will be paid out on termination of the Employee's employment.

8.2 Personal/Carer's Leave

The Employee will be entitled to 10 days personal/carer's leave (which includes sick leave) per annum on a pro rata and cumulative basis in accordance with the Act (pro rata if the Employee is part time). The Employee may be required to provide a medical certificate or, if this is not reasonably practicable, a statutory declaration to claim any personal/carer's leave taken over two (2) or more consecutive days. Unused personal/carer's leave will not be paid out on termination of the Employee's employment.

8.3 Compassionate Leave

The Employee will be entitled to 2 days paid compassionate leave for each occasion after the death of a member of the Employee's immediate family or household or for the purpose of spending time with a member of the Employee's immediate family or household who has a personal illness or injury that poses a serious threat to his/her life.

8.4 Unpaid Parental Leave

The Employee may be entitled to unpaid parental leave in accordance with the Act.

8.5 Paid Parental Leave

(i) Entitlement

- (a) If female, the Employee will be entitled to be paid for the first 6 weeks of any period of maternity leave to which the Employee is entitled and takes in accordance with the Act.
- (b) If male, the Employee will be entitled to be paid for the first week of any period of paternity leave to which the Employee is entitled and takes in accordance with the Act. The Act provides that male employees are not entitled to more than 1 week's paternity leave unless the male employee is the child's primary care-giver.
- (c) The Employee will be entitled to be paid for the first week of any period of adoption leave to which the Employee is entitled and takes in accordance with the Act.
- (d) For the purposes of this clause **Paid Parental Leave** means paid maternity, paternity, or adoption leave to which the Employee is entitled in accordance with this clause.
- (e) Notwithstanding any other provision of this clause, the Employee will not be entitled to any Paid Parental Leave under this clause if the Employee becomes entitled to paid parental leave under any law.

(ii) Eligibility

In addition to satisfying clause 8.5(i), to be eligible for any period of Paid Parental Leave, the Employee must:

- (a) comply with the notification and documentary requirements set out in clause 8.5(iii) of this Agreement;
- (b) comply with any other condition as directed by Tennis NSW orally or in writing from time to time, or in any policy of Tennis NSW; and
- (c) have completed at least 12 months continuous service with Tennis NSW immediately preceding the date upon which an employee proceeds upon leave.

(iii) Notification and documentary requirements

- (a) The Employee must provide Tennis NSW with a written application for Paid Parental Leave, which gives at least 10 weeks written notice of the intention to take Paid Parental Leave and which includes the intended start and end dates of the period of Paid Parental Leave. This application is in addition to the notification and documentary requirements under the Act for unpaid leave.
- (b) The Employee must also provide, with such written notice, a medical certificate from a registered practitioner identifying the expected date of delivery and any other documentary evidence that Tennis NSW requests.
- (c) The application for Paid Parental Leave must be submitted to the Director Human Resources.

(iv) How leave may be taken

For female employees, Paid Parental Leave is to be taken in one unbroken period but may be taken in the following ways:

- (a) 6 weeks at full pay; or
- (b) 12 weeks at half pay.

8.6 Long Service Leave

The Employee is entitled to long service leave in accordance with applicable State long service leave legislation.

9. Public Holidays

- (a) Unless requested to work by Tennis NSW in accordance with clause 9(b), the Employee will be entitled to paid leave on those days declared as public holidays by the applicable State Government.
- (b) The Employee may be required to work on any public holiday if requested by Tennis NSW and the Employee agrees that it is reasonable that the Employee be required to work on any public holiday if requested. Where the Employee is required to work on a public holiday then the Employee will be entitled to a substitute day of paid leave to be taken at a time agreed with Tennis NSW.

10. Termination of Employment

- (a) After the Probationary Period, the Employee may terminate the employment at any time by providing four (4) weeks written notice. If the Employee does not give Tennis NSW the period of notice required by this clause in writing or the Employee leaves the employment during the period of notice, Tennis NSW will be entitled to deduct from any monies owing to the Employee an amount representing the number of days or weeks of the notice period that the Employee did not work.
- (b) After the Probationary Period, Tennis NSW may terminate the employment at any time by providing four (4) week's notice or payment in lieu of notice.
- (c) Notwithstanding clause 10(b), Tennis NSW may terminate the employment immediately without notice or payment in lieu of notice if the Employee:
 - (i) in the opinion of Tennis NSW, commits any act of serious misconduct or is guilty of serious or willful neglect in the discharge of the Employee's duties;
 - (ii) commits a serious breach of or is persistently in breach of any term of this Agreement;
 - (iii) engages in conduct that causes a serious risk to the health and safety of any person;
 - (iv) engages in conduct or is convicted of any criminal offence which, in the reasonable opinion of Tennis NSW, has brought or may bring Tennis NSW, its employees, officials, players or the sport into disrepute or has injured or may injure the reputation or standing of Tennis NSW;
 - (v) fails or refuses to comply with a lawful and reasonable instruction of Tennis NSW or Tennis NSW's representative ;
 - (vi) engages in fraud or dishonesty, or intoxication at work to the extent that the Employee cannot perform his or her duties;
 - (vii) becomes of unsound mind or a person whose person or estate is liable to be dealt with under the laws relating to mental health.
- (d) Upon termination of the employment, the Employee must return to Tennis NSW all property belonging to Tennis NSW in the Employee's possession including, without limitation, any documents, equipment or other materials.
- (e) In the event of termination under clause 10(c), the Employee will not be entitled to any further payment other than for work previously performed and any accrued annual leave.
- (f) The Employee hereby authorise Tennis NSW to deduct from any final payment on termination of the employment, any monies owed by the Employee to Tennis NSW.

11. Garden Leave

- (a) Following the giving of notice by Tennis NSW or the Employee, Tennis NSW may for part or all of the notice period at its sole discretion direct the Employee to:
 - (i) perform alternative duties; or
 - (ii) perform no duties and not attend for work.

- (b) Clause 11(a) does not affect Tennis NSW 's right to at any time make payment in lieu of part or all of the notice period in accordance with clause 10(b).

12. Summary Dismissal

If the Employee commits serious misconduct, commits a serious or persistent breach of any of the conditions of this Agreement, refuses to obey a lawful and reasonable direction of Tennis NSW, engages in conduct that causes a serious risk to the health and safety of a person, commits any act of fraud or dishonesty, or is intoxicated at work to the extent that the Employee cannot perform the Employee's duties, then Tennis NSW may summarily terminate the Employee's employment.

13. Suspension

Where Tennis NSW considers it necessary, it may direct the Employee not to attend work, with or without pay, whilst it conducts an investigation into any concerns relating to the Employee's conduct or performance as an employee or for any other reason.

14. Redundancy

The Employee may be entitled to redundancy entitlements in accordance with the Act.

15. Conflict of Interest

- (a) The Employee will ensure that there is no conflict between Tennis NSW's interests and the Employee's own interests.
- (b) The Employee will make full and complete disclosure to Tennis NSW of the existence, nature and extent of any conflict or potential conflict of interest that the Employee may have in any manner or capacity whatever with the Employee's duties or obligations under this Agreement.

16. Intellectual Property

- (a) In this Agreement, "Intellectual Property Rights" means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:
 - (i) patents, designs, copyright, rights in circuit layouts, plant breeder's rights, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
 - (ii) any application or right to apply for registration of any of these rights;
 - (iii) any registration of any of those rights or any registration of any application referred to in clause 14(a)(i); and
 - (iv) all renewals and extensions of these rights.
- (b) The Employee assigns to Tennis NSW absolutely and beneficially the whole of the Employee's right, title and interest, whether presently existing or which arises at a date after the date of this Agreement in and to any Intellectual Property Rights acquired, developed or created by the Employee in the course of the Employee's employment with Tennis NSW, whether in connection with or relating to the business of Tennis NSW or a Related Entity of Tennis NSW or otherwise and whether in the course of the Employee's

normal duties or in the course of duties falling outside the Employee's normal duties but assigned to the Employee by Tennis NSW (**Assigned Intellectual Property Rights**).

- (c) The Employee agrees to promptly disclose to Tennis NSW any Assigned Intellectual Property Rights upon acquisition, creation or development.
- (d) The Employee acknowledges and agrees that Tennis NSW will own all right, title and interest in and to all of the Assigned Intellectual Property Rights immediately upon creation, acquisition or development of the Assigned Intellectual Property Rights.
- (e) The Employee irrevocably agrees to promptly execute all documents, forms and authorisations and do all acts and things that Tennis NSW considers to be necessary or desirable to give effect to this Agreement and to absolutely vest in Tennis NSW full right, title and interest in and to all of the Assigned Intellectual Property Rights.
- (f) At Tennis NSW's request and expense, the Employee undertakes to assist Tennis NSW, whether during the course of or subsequent to the termination of the Employee's employment Tennis NSW, in connection with any dispute, allegation, claim, legal demand, or legal proceeding relating to such Intellectual Property rights and in obtaining domestic or foreign patent or other protection covering the same.
- (g) The Employee irrevocably appoints Tennis NSW and each of its directors severally as and to be the Employee's attorney to do anything and execute any document which the Employee is required to do or execute pursuant to or in connection with the assignment of Intellectual Property Rights under this Agreement and which the Employee has failed to do or execute. This power of attorney is granted to secure the performance of the Employee's obligations to Tennis NSW in relation to the assignment of Intellectual Property Rights under this Agreement.
- (h) The obligations contained in this clause survive the termination of the Employee's employment with Tennis NSW for any reason.

17. Confidential Information

- (a) The Employee acknowledges that through the performance of the Employee's obligations to Tennis NSW or otherwise, the Employee may obtain access to, or become aware of, Confidential Information which is of commercial value to Tennis NSW and which is owned by and will at all times remain the property of Tennis NSW or a Related Entity of Tennis NSW.
- (b) Confidential Information includes, but is not limited to:
 - (i) all Information regarding the current or future business interests, methodology or affairs of Tennis NSW or any Related Entity of Tennis NSW;
 - (ii) all other Information belonging or relating to Tennis NSW or any Related Entity of Tennis NSW; and
 - (iii) all Information which the Employee knows, or ought reasonably to be expected to know, is confidential to Tennis NSW or any Related Entity of the Tennis NSW.
- (c) For the purposes of this clause, "Information" means any information, whether oral, graphic, electronic, written or in any other form, including:
 - (i) forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development

information, know how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings and data; and

- (ii) copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered.
- (d) The Employee must keep in strictest confidence all Confidential Information and must not disclose to any person any Confidential Information without the consent of Tennis NSW.
- (e) The Employee must only use the Confidential Information for the purposes of performing, and to the extent necessary to perform, the Employee's duties under this Agreement, and must not memorise, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance of the Employee's duties under this Agreement.
- (f) The obligations under this clause do not apply to any Confidential Information which the Employee can demonstrate has entered the public domain or become public knowledge other than through the Employee's default or the default of those for whom the Employee is responsible.
- (g) Nothing in this clause or this Agreement is to be taken as in any way prohibiting or restricting disclosure of details of this Agreement by either party to any other person.

18. Policies and Procedures

- (a) In addition to the terms and conditions of employment outlined in this Agreement, the Employee must comply with:
 - (i) Tennis NSW Member Protection Policy;
 - (ii) Tennis NSW Anti-Doping Policy;
 - (iii) Tennis Uniform Anti-Corruption Program; and
 - (iv) any other Tennis NSW policy or procedure.
- (b) Tennis NSW may introduce policies and procedures from time to time which apply to the employment. Tennis NSW's policies and procedures may be varied, updated or modified by Tennis NSW and must be complied with at all times.
- (c) A breach of the above policies or any other Tennis NSW policy may render the Employee liable to disciplinary action, including dismissal.
- (d) Notwithstanding clause 18(a), the policies and procedures of Tennis NSW:
 - (i) are for the benefit of Tennis NSW and do not impose any contractual obligations on Tennis NSW; and
 - (ii) are not incorporated into and do not form part of this Agreement.

19. Media Policy

Except with the prior consent of Tennis NSW, the Employee must not make any public statements or statements, comments or releases to the media concerning the Employment, the Australian Open Tournament, or any other matter that relates to Tennis NSW.

20. Checks

- (a) At all necessary times, you must hold and maintain any regulatory licenses, registrations and background checks (for example, Working With Children Check and satisfactory Police Checks) that Tennis NSW considers relevant to your role.
- (b) You must immediately disclose to Tennis NSW any change in circumstances that would or might affect the results of any previous Working With Children Check, Police Check or other licenses, registrations or checks.

21. General

21.1 Governing Law

- (a) The Employment which is the subject of this Agreement is governed by the laws of the State in which the Employment is based.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of that State and courts of appeal from them for determining any dispute concerning this Agreement.

21.2 Severability

Any provision of this Agreement which is invalid in any jurisdiction must in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Agreement in other case,

without invalidating or affecting the remaining provisions of this Agreement or the validity of that provision in any other jurisdiction.

21.3 Entire agreement

The contents of this Agreement are intended to form a statement of all the terms and conditions of the Employee's Employment and excludes the operation of any prior individual agreement and any prior written or verbal undertakings or statements.

Signed by Alistair Macdonald for and on behalf of
Tennis New South Wales Ltd ABN 30 000 011 558 in)
the presence of:)
)
)
)
)

Signature of witness

Signature

Date

Name of witness
(please print)

Date

Signed by «Firstname» «Surname» {must be 18)
years} in the presence of:)

Signature of witness

Signature

Date

Name of witness
(please print)

Date

If employee is under the age of 18 years a signature of
Parent/Guardian over the age of 18 years must be
provided

Signature of Appropriate Person

Name of Appropriate Person (please print)

Date

Signature of Witness

Name of Witness

Address of Witness

Date

SCHEDULE 1 – Employment details

- Item 1: Employee**
«Firstname» «Surname» of «Street_Address», «Suburb» «State» «PCode»
- Item 2: Position**
«Position»
- Item 2A: Classification under the Award**
«Classification»
- Minimum wage under the Award**
Hourly rate «Awardhrlyrate»
Weekly rate «Weeklyawardrate»
- Item 3: Location**
«Location»
- Item 4: Duties**
See attached Position Description.
- Item 5: Hours of work (Part time employee)**
«Hours»
- Item 6: Full time IFA employee - Salary**
«TEC_rate» per annum (inclusive of Superannuation)
Hourly rate «Hourly rate»
- Item 6A: Full time non-IFA employee – Salary**
«Award TEC_rate» per annum (inclusive of Superannuation)
Hourly rate «Award Hourly rate»
- Item 7: Part time IFA employee – Hourly rate**
«TEC_rate» per annum (inclusive of Superannuation)
Hourly rate «Hourly rate»
- Item 7A: Part time non-IFA employee – Hourly rate**
«Award TEC_rate» per annum (inclusive of Superannuation)
Hourly rate «Award Hourly rate»
- Item 8: Commencement Date**
«Start Date» - «End Date»

SCHEDULE 2 – Individual Flexibility Arrangement

Individual Flexibility Arrangement

Parties

1. **Tennis New South Wales Ltd** ABN 30 000 011 558 of Rod Laver Drive, Sydney Olympic Park in the State of New South Wales.
2. «FIRSTNAME» «SURNAME» of «Street_Address», «Suburb» in the State of New South Wales. (Employee)

Operative Provisions

1. Agreement and Duration

- (a) This agreement is an Individual Flexibility Arrangement (IFA) under the *Sporting Organisations Award 2010* (Award).
- (b) The IFA commences on «Date» and continues until terminated in accordance with the Award.
- (c) For the purposes of the IFA, **Employment Contract** means the employment contract between Tennis NSW and the Employee dated on or about the date of this IFA.

2. Award terms to be varied

Tennis NSW and the Employee agree that the following terms of the Award (the **Varied Terms**):

- (a) clause 18 – to the extent it concerns allowances;
- (b) clause 24 – to the extent it concerns overtime and penalty rates; and
- (c) clause 25.3 – annual leave loading,

have no effect or application in respect of the Employee such that the Employee is not entitled to any payment or benefit under any of the Varied Terms.

3. Why the Employee is better off

- (a) Instead of receiving payments or benefits under the Varied Terms, the Employee will be paid an over-Award salary of \$«TEC Annual Rate» per annum (inclusive of superannuation) and will be provided with Paid Parental Leave Pursuant to clause 8.5 of the Employment Contract.
- (b) The over-Award salary plus the Paid Parental Leave exceed the minimum wage payable under the Award plus the payments or benefits the Employee would be entitled to receive under the Varied Terms but for this IFA.

Executed as an agreement

Signed by «**Firstname**» «**Surname**» in the presence)
of:)

Signature

Signature of witness

Name of witness
(please print)

Signed by Alistair Macdonald for and on behalf of)
Tennis New South Wales Ltd ABN 30 000 011 558)
in the presence of:)
)
)

Signature

Signature of witness

Name (please print)

If employee is under the age of 18 years a signature of
Parent/Guardian over the age of 18 years must be
provided

Signature of Appropriate Person

Name of Appropriate Person
(please print)

Date

Signature of Witness

Address of Witness

Name of Witness

Date

