



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Sport Integrity Australia**  
(AG2024/1079)

## **SPORT INTEGRITY AUSTRALIA ENTERPRISE AGREEMENT 2024-2027 – ONGOING/NON-ONGOING EMPLOYEES**

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 12 APRIL 2024

*Application for approval of the Sport Integrity Australia Enterprise Agreement 2024-2027 – ongoing/non-ongoing employees.*

[1] An application has been made for approval of an enterprise agreement known as the *Sport Integrity Australia Enterprise Agreement 2024-2027 – ongoing/non-ongoing employees* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Sport Integrity Australia. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] CPSU, the Community and Public Sector Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 April 2024. The nominal expiry date of the Agreement is 28 February 2027.

DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

[2024] FWCA 1311

<AE524190 PR773420>

# **Sport Integrity Australia Enterprise Agreement 2024- 2027 – ongoing/non-ongoing employees**

27 March 2024

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## **Section 1: Technical matters**

### **1. Title**

- 1.1 This agreement will be known as the Sport Integrity Australia Enterprise Agreement 2024-2027 – ongoing/non-ongoing employees (the Agreement).

### **2. Parties to the agreement**

This agreement covers:

- 2.1 the CEO, for and on behalf of the Commonwealth of Australia as the employer;
  - 2.1.1 all employees in the agency employed under the PS Act other than:
    - 2.1.1.1 Senior Executive Service employees or equivalent; and
    - 2.1.1.2 Casual Employees employed under the PS Act and the Sport Integrity Australia Enterprise Agreement 2024 – 2027 (Casual employees)
- 2.2 subject to notice being given in accordance with section 183 of the FW Act, the following employee organisation/s which were a bargaining representative for this agreement:
  - 2.2.1 Community & Public Sector Union

### **3. Operation of the agreement**

- 3.1 This agreement will commence operation seven days after approval by the Fair Work Commission.
- 3.2 This agreement will nominally expire on 28 February 2027.

### **4. Delegations**

- 4.1 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.

### **5. National Employment Standards (NES) precedence**

- 5.1 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 agency in any respect when compared with the NES.

### **6. Closed comprehensive agreement**

- 6.1 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.

- 6.2 This agreement will be supported by policies and guidelines, as implemented and varied from time to time.
- 6.3 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.

## **7. Individual flexibility arrangements**

- 7.1 The agency 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:
  - 7.1.1 the agreement deals with one or more of the following matters:
    - 7.1.2 arrangements about when work is performed;
    - 7.1.3 overtime rates;
    - 7.1.4 penalty rates;
    - 7.1.5 allowances;
    - 7.1.6 remuneration; and
    - 7.1.7 leave and leave loading; and
  - 7.2 the arrangement meets the genuine needs of the agency and employee in relation to one or more of the matters mentioned in clause 7.1 and
  - 7.3 the arrangement is genuinely agreed to by the agency and employee.
- 7.4 The agency must ensure that the terms of the individual flexibility arrangement:
  - 7.4.1 are about permitted matters under section 172 of the FW Act;
  - 7.4.2 are not unlawful terms under section 194 of the FW Act; and
  - 7.4.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.5 The agency must ensure that the individual flexibility arrangement:
  - 7.5.1 is in writing;
  - 7.5.2 includes the name of the agency and employee;
  - 7.5.3 is signed by the agency and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 7.5.4 includes details of:
    - a. the terms of the enterprise agreement that will be varied by the arrangement;
    - b. how the arrangement will vary the effect of the terms;



- c. 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

7.6 states the day on which the arrangement commences.

7.7 The agency must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.8 The agency or employee may terminate the individual flexibility arrangement:

7.8.1 by giving no more than 28 days written notice to the other party to the arrangement; or

7.8.2 if the agency and employee agree in writing – at any time.

7.9 The agency and employee are to review the individual flexibility arrangement at least every 12 months.

## 8. Definitions

*The following definitions apply to this agreement:*

**Agency (the agency)** means Sport Integrity Australia

**APS agency** means an agency whose employees are employed under the PS Act, including an agency as defined in section 7 of the PS Act whose employees are employed under that Act.

**APS consultative committee** means the committee established by the APS Commissioner to consider matters pertaining to the (APS) employment relationship and of interest to the APS as a whole.

**Agency Head** means the CEO of Sport Integrity Australia or the CEO's delegate.

**Agreement** means the Sport Integrity Australia ongoing and non-ongoing enterprise agreement.

**APS** means the Australian Public Service.

**Australian Defence Force Cadets** means the Australian Navy Cadets, Australian Army Cadets, or the Australian Air Force Cadets.

**Bandwidth** means the span of hours during which an employee can perform ordinary hours.

**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 under sub-rule 9(4) of the *Public Service Classification Rules 2000*. A broadband encompasses the full range of work value of the classifications contained within it.

**Casual** means an employee engaged under section 22(2)(c) of the PS Act who:

- a. is a casual employee as defined by the FW Act; and
- b. works on an irregular or intermittent basis.

**Classification** or classification level means the approved classifications as set out in rule 5 of the *Public Service Classification Rules 2000*.

**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. This includes a former de facto partner.

**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 Commonwealth engaged under section 22(2) of the PS Act who is covered by this agreement (whether full-time, part time or casual, ongoing or non-ongoing).

**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:

- a. a spouse, former spouse, de facto partner or former de facto partner of the employee;
- b. a child, parent, grandparent, grandchild, or sibling of the employee;
- c. a child, parent, grandparent, grandchild, or sibling of a spouse, former spouse, de facto partner or former de facto partner of the employee;
- d. a member of the employee's household; or
- e. 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.

**Full-time employee** means an employee employed to work an average of the agency's standard working hours: 37 hours and 30 minutes per week

**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.

**Non-ongoing employee** means an employee engaged under section 22(2)(b) of the PS Act for a specified term or for the duration of a specified task, and consistent with the FW Act.

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

**Ongoing employee** means an employee engaged under section 22(2)(a) of the PS Act.

**Ordinary hours, duty or work** means an employee's usual hours worked in accordance with this agreement and does not include additional hours.

**Parliamentary service** means employment under the *Parliamentary Service Act 1999*.

**Partner** means a spouse or de facto partner.

**Part-time employee** means an employee whose ordinary hours are less than the agency's standard working hours: 37 hours and 30 minutes per week in accordance with this agreement.

**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.

**PS Act** means the *Public Service Act 1999* as amended from time to time.

**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.

## 9. Usual location of work

9.1 The employee's standard place of work will be the designated office location identified in the employee's letter of offer or other engagement documentation. If no designated office location was specified on engagement, the Agency Head may specify a designated office location by advising the employee in writing.

9.2 The agency and employee may agree to vary the employee's designated office location on a temporary or permanent basis.

9.3 Reasonable costs may include:

- a) Economy class travel expenses for the employee and the employee's dependent(s)
- b) Removal and storage of personal and household goods
- c) Insurance for the removal and storage of personal and household goods
- d) Removal of motor vehicle
- e) Pet relocation costs
- f) Temporary accommodation

9.4 Employees may request a voluntary relocation. Sport Integrity Australia is under no obligation to agree to a request for voluntary relocation. Compensation is not applicable to employee initiated remote working arrangements.

## Section 2: Remuneration

### 10. Salary

10.1 Salary rates will be as set out in Attachment A – Base salaries of this agreement.

10.2 The base salary rates in Attachment A – Base salaries include the following increases:

10.2.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);

10.2.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025); and

10.2.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).

10.3 In recognition of a common alignment date of the first full pay period on or after 1 March each year, the base salary rates in Attachment A – Base salaries were calculated based on base salary rates as at 31 August 2023, prior to the November 2023 increase provided under the former Sport Integrity Australia Enterprise Agreement 2021 – 2024 (Ongoing and non-ongoing employees).

### 11. Payment of salary

11.1 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.

### 12. Salary setting

12.1 Where an employee is engaged, moves to or is promoted in the agency, 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.

12.2 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.

12.3 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.

- 12.4 Where an employee commences ongoing employment in the agency immediately following a period of non-ongoing employment in the agency 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 non-ongoing employee in the agency.
- 12.5 Where an employee commences ongoing employment in the agency immediately following a period of casual employment in the agency, 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 agency.
- 12.6 Where an APS employee moves to the agency at level from another APS agency, and their salary is above the maximum of the salary range for their classification, the CEO will maintain the employee's salary at that level, until it is absorbed into the salary range for that classification.
- 12.7 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.
- 12.8 Where an employee requests in writing, to perform work at a lower classification level, the CEO will determine the salary rate at the lower classification level. The determination will reflect the employee's experience, qualifications and skills and the circumstances under which the reduction occurred.

### **13. Incremental advancement**

- 13.1 Subject to this clause, an employee will be eligible for salary advancement on 1 July each year until they reach the maximum pay point for their classification level if:
- 13.1.1 they have eligible aggregate service at their substantive classification level or higher for at least 6 months at the agency during the preceding performance cycle
- 13.2 Eligible service for salary progression will include:
- 13.2.1 periods of paid leave and unpaid parental leave;
  - 13.2.2 periods of unpaid leave that count as service; and
  - 13.2.3 service while employed on a non-ongoing basis.
- 13.3 Where they have been rated:
- 13.3.1 'On track', the salary advancement will be 1 pay point until they reach the maximum pay point for their classification.
  - 13.3.2 A rating that indicates performance above fully effective, the salary advancement will be 2 pay points until they reach the maximum pay point for their classification.
- 13.4 During a period of unpaid parental leave employees will be eligible to advance a maximum of one increment, regardless of the length of unpaid parental leave.
- 13.5 Employees who are acting at a higher classification, and satisfy other eligibility criteria, will be eligible for salary progression at both their substantive and acting classifications.

## **14. Superannuation**

- 14.1 The agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 14.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 14.3 The agency 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 agency's payroll system.

### ***Method for calculating Superannuation salary***

- 14.4 The agency 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 employees in other accumulation superannuation funds.
- 14.5 Employer contributions will be made for all employees covered by this agreement.
- 14.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements
- 14.7 Employer contributions will be made for all employees covered by this agreement.
- 14.8 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### ***Payment during unpaid parental leave***

- 14.9 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, and up to a maximum of 52 weeks where the employee is a member of an accumulation fund other than PSSap.

## **15. Salary Packaging**

- 15.1 Employees may choose to sacrifice part of their salary for a range of non-cash benefits. Participation in salary packaging will not affect salary for superannuation purposes or any other purpose. Further information is in the Sport Integrity Australia Salary Packaging Policy.
- 15.2 The individual employee will meet any fringe benefit tax incurred because of their salary packaging arrangements through salary sacrificing.

## **16. Overpayments**

- 16.1 An overpayment occurs if the CEO (or the agency) 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).

- 16.2 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.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 The agency and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 16.7 Interest will not be charged on overpayments.
- 16.8 Nothing in *clauses 16.1 – 16.7* prevents:
- 16.8.1 the agency from pursuing recovery of the debt in accordance with an Accountable Authority Instruction issued under the Public Governance, Performance and Accountability Act 2013;
  - 16.8.2 the agency from pursuing recovery of the debt through other available legal avenues; or
  - 16.8.3 the employee or the agency from seeking approval to waive the debt under the Public Governance, Performance and Accountability Act 2013.

## **17. Supported wage system**

- 17.1 An employee may be paid a percentage of the relevant pay rate for their classification in line with their assessed capacity to do the work if they:
- 17.1.1 have a disability;
  - 17.1.2 meet the criteria for a Disability Support Pension; and
  - 17.1.3 are unable to perform duties to the capacity required.
- 17.2 Specific conditions relating to the supported wage system are detailed in Attachment B – Supported Wage System.

## **Section 3: Allowances and reimbursements**

## **18. Higher duties allowance**

- 18.1 Where a role needs to be filled for five or more business days or two working weeks, whichever is shorter, higher duties allowance will be paid to any employee temporarily occupying the role acting at a classification level higher than their substantive classification level.
- 18.2 Higher duties allowance will be equal to the difference between the employee's current 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.
- 18.3 Where an employee is found to be eligible for salary progression at their acting classification level they will receive an appropriate increase in the rate of higher duties allowance. The employee's salary level will be retained for all future periods of acting regardless of elapsed time.
- 18.4 Where an employee is assigned only part of the higher duties, the CEO will determine the amount of allowance payable.
- 18.5 Higher duties allowance will be payable while an employee is acting at a higher classification level as part of a job sharing arrangement where the duration of the arrangement is five or more business days or two working weeks, whichever is shorter.
- 18.6 The CEO may shorten the qualifying period for higher duties allowance on a case-by-case basis.

## **19. Travel Allowance**

- 19.1 The agency will pay employees a Travel Allowance for official travel subject to Clause 67. Further information, including rates, is available in the Sport Integrity Australia Domestic Travel Policy and the Sport Integrity Australia International Travel Policy as adjusted from time to time.

## **20. Workplace responsibility allowances**

- 20.1 The agency will pay the Workplace Responsibility Allowance to an employee undertaking the designated Workplace Responsibility Roles of:
- a) First Aid Officer
  - b) Emergency Warden
  - c) Health and Safety Representative (HSR)
  - d) Harassment Contact Officer (HCO)
  - e) Mental Health First Aid Officer
- 20.2 The rate will be:



	<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
First Aid Officer	\$32.57 per fortnight	\$33.80 per fortnight	\$34.95 per fortnight
All other roles as outlined in 22.1	\$30.51 per fortnight	\$31.67 per fortnight	\$32.75 per fortnight

20.3 An employee is not to receive more than one workplace responsibility allowance unless approved by the CEO due to operational requirements.

20.4 As a salary-related allowance, this value will continue to be increased in line with headline wage increases. These increases are incorporated in the rates in the table above.

20.5 The full allowance is payable regardless of flexible work and part-time arrangements.

20.6 An employee’s physical availability to undertake the role will be considered by the agency 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 Harassment Contact Officers, Mental Health First Aid Officers and Health and Safety Representatives depending on work group arrangements.

## 21. Community language allowance

21.1 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.

21.2 The allowance is paid in accordance with the employee’s level of competency:

**Table 1: Community language allowance rates**

<b>Rate</b>	<b>Standard</b>	<b>Rate from commencement of the agreement</b>	<b>Rate from 13 March 2025</b>	<b>Rate from 12 March 2026</b>
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

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
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

21.3 The allowance is calculated annually and paid fortnightly.

21.4 The full allowance is payable regardless of flexible work and part-time arrangements.

21.5 The allowance is payable during periods of paid leave.

21.6 The allowance counts as salary for superannuation purposes and for calculating retirement and redundancy entitlements.

21.7 Further information is included in policy.

## 22. On-call Allowance

22.1 Where the CEO directs an employee to be contactable and available for duty outside their pattern of ordinary hours or regular hours agreement, the employee will be paid an on-call/restriction allowance.

22.2 For the purpose of this agreement, ‘to be contactable and available for duty’ means the employee is contactable by telephone and is fit, ready and able to work within a reasonable timeframe. The allowance will not be paid if the employee does not meet these expectations.

22.3 The on-call/restriction allowance is paid at \$300 per week that the employee is rostered to be on-call. An employee rostered to be on-call for less than a week will be paid \$42.86 per day.

22.4 The amount of this allowance will be increased annually, in line with the agencies headline wage increase percentages.

	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
On-call allowance	\$42.86 per day (\$300 per week)	\$44.49 per day (\$311.43 per week)	\$46.00 per day (\$322.00 per week)

22.5 Sport Integrity Australia pays the allowance fortnightly pro rata and in arrears

22.6 Sport Integrity Australia will only roster an employee to be on-call continuously up to a maximum of 14 days, after which, the employee must take a minimum 2 day break.

22.7 Sport Integrity Australia does not pay superannuation on the on-call/restriction allowance.

## **Section 4: Classifications and Broadbands**

### **23. Work Level Standards**

23.1 The APS Work Level Standards continue to operate and describe the work at each of the classification levels in this agreement, consistent with the *Public Service Classification Rules 2000*, made in accordance with section 23 of the PS Act.

### **24. Broadbanding**

24.1 The following Broadband groupings apply from the commencement of this Agreement:

24.1.1 APS1-3 broadband

24.1.2 APS 4- 5 broadband

24.2 Advancement through a broadband range is subject to satisfactory performance, work availability and possession of the necessary skills.

24.3 All of the following must apply for an employee to move between classifications within a Sport Integrity Australia broadband:

24.3.1 They must be at least fully effective in their current position

24.3.2 by the assignment of new duties reflecting a higher work level standard within a broadband

24.3.3 management requires the employee to undertake the work at that level.

## Section 5: Working hours and arrangements

### 25. Job security

#### 25.1 *Commitment to ongoing employment and rebuilding APS capacity*

The APS is a career-based public service. In its engagement decisions, the agency recognises that the usual basis for engagement is as an ongoing APS employee.

#### 25.2 *Reporting*

Where a consultative committee is in place, the agency will report to the agency consultative committee on an annual basis, or more frequently if agreed, on the number, duration, classification and location of ongoing, non-ongoing and casual employees engaged by the agency.

#### 25.3 *Pathways to permanency*

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

### 26. Non-ongoing employment

26.1 A non-ongoing employee is defined in the definitions section.

26.2 Non-ongoing employees will generally have the same terms and conditions of employment as ongoing employees under this agreement's terms, except:

26.2.1 personal/carer's leave accrual at *clause 38*

26.2.2 redundancy provisions at *clause 79*

26.3 If the non-ongoing employee's contract is not permitted by section 333E of the FW Act, then the redundancy provisions at *clause 79* will apply.

26.4 If the redundancy provisions apply to an employee under *clause 81* the agency must adhere to the consultation requirements at *clause 71.9*.

### 27. Working hours

27.1 Ordinary hours of work for full-time employees are 37 hours 30 minutes per week. This equates to a standard day of 7 hours 30 minutes.

27.2 The bandwidth of hours in which an employee may work their ordinary hours are 7.00am to 7.00pm Monday to Friday, or as otherwise agreed under clause 32, Flexible Working Arrangements.

27.3 An employee will not work more than:

27.3.1 ten (10) hours ordinary time on any day: and

27.3.2 Five (5) consecutive hours without a meal break of at least 30 minutes

## **28. State Managers**

28.1 State Managers operate in a field-based environment. They have the same terms and conditions as other ongoing and non-ongoing employees within Sport Integrity Australia, subject to the provisions of this clause.

28.2 State Managers will work a 28-day roster (the Roster Period) with ordinary hours between 7.00am to 9.00pm seven days a week (the State Manager Span of Ordinary Hours).

28.3 When management directs a State Manager to work outside of the State Manager Span of Ordinary Hours, recompense should be through Time off in lieu (TOIL) calculated as per clause 31.

28.4 The CEO determines the Roster Period in consultation with each State Manager prior to the commencement of each Roster Period, subject to the following principles:

- a) State Managers have 8 standard rostered days off (RDOs) in each Roster Period
- b) The CEO will structure the pattern of RDOs to ensure maximum weekly hours as averaged over the 28 day roster period do not exceed National Employment Standards requirements.

Further detail is in the Sport Integrity Australia Fatigue Management Policy

28.5 State Managers receive an additional RDO to compensate for any public holiday worked during the Roster Period. These additional RDOs may be scheduled at any stage during the Roster Period.

28.6 State Managers must take all RDOs within the relevant roster period and cannot roll them over to the next period.

28.7 If Sport Integrity Australia requires a State Manager to work on a rostered day off, they will substitute another day of as their RDO.

28.8 In recognition of the State Manager Span of Ordinary Hours (including working on weekends and public holidays) and for the inconvenience of split, irregular and unpredictable testing sessions, State Managers will receive an allowance of \$10,000 per annum, paid fortnightly in arrears from the commencement date of the Agreement (pro rata for part-time employees).

28.9 Any State Manager who undertakes other Sport Integrity Australia duties outside of their standard State Manager role will have their annual allowance reduced in line with the proportion of their time spent on those other duties.

## **29. Flex for APS 1-6 classifications**

- 29.1 Employees at APS 1- 6 level, including part-time employees, can use flextime. Further information is available in the Sport Integrity Australia Flextime Policy and Guidelines. Flextime credit is the accrual of additional work hours because of operational requirements outside the standard day of 7 hours 30 minutes.
- 29.2 Flextime is credited or debited as one hour worked/not worked for one-hour flextime credit/debit over or under 7 hours 30 minutes in any given day.
- 29.3 Flextime absence taken (subject to approval) in part or full days to a maximum of 5 consecutive days.
- 29.4 Flextime accrues during a settlement period of 4-weeks.
- 29.5 Employees may ordinarily carry over a maximum of 37 hours 30 minutes as a flextime credit, or 7 hours 30 minutes flextime debit, into the next settlement period.
- 29.6 Where an employee has a flextime debit balance in excess of 7 hours 30 minutes at the end of a settlement period, the employee will endeavour to reduce the debit to the maximum allowable (or lower) by the end of the next settlement period. Should this not occur, the amount by which the maximum debit is exceeded will be treated as leave without pay.
- 29.7 An employee with flextime credit can, where practicable, use all of their accrued flextime credits before ceasing their employment. Where any flextime debits are outstanding at cessation, Sport Integrity Australia will recover these as part of the termination payment in accordance with the requirements of the FW Act.
- 29.8 Employees eligible for flextime must record their attendance daily via the completion of a timesheet.
- 29.9 When an employee doesn't comply with the flextime provisions, management may remove access for the employee for a specified period and the employee will revert to working the Standard Working Day. Management will restore access to flextime when satisfied the employee will maintain satisfactory attendance patterns.
- 29.10 An employee must not work hours in addition to ordinary hours where there is insufficient work.

## **30. Executive Level Time Off in Lieu (EL TOIL)**

- 30.1 Executive level (EL) employees are sometimes required to work reasonable additional hours. Consistent with the NES, employees may refuse to work unreasonable additional hours.
- 30.2 EL employees seeking to access time off in lieu (TOIL) are required to keep records of their working hours using a method determined by the agency.
- 30.3 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.

- 30.4 The working arrangements for an EL employee should be agreed through discussion between the manager and the EL 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.
- 30.5 An EL employee's working arrangements and actual hours worked should be discussed on at least a quarterly basis between the EL employee and their manager.
- 30.6 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.
- 30.7 Requests from EL employees to access flexible time off which are consistent with their agreed working arrangements are to be supported, subject to operational requirements.

## **31. Overtime and restriction**

- 31.1 Overtime means work performed at the prior direction of management by employees at or below APS 6 level that is either:
- 31.1.1 in excess of 10 hours on any one day, Monday to Friday inclusive
  - 31.1.2 outside the bandwidth or agreed span of hours
  - 31.1.3 performed on weekends or public holidays.
- 31.2 Employees must use flextime to meet operational requirements within the bandwidth hours.
- 31.3 The CEO must approve overtime in advance, except in cases of emergency. TOIL is the standard form of recompense for overtime.
- 31.4 Where overtime is due, recompense (whether through payment or TOIL) it is calculated at the following rate:
- Monday to Saturday – time and a half
  - Sunday – double time for hours worked
  - Public Holiday – double time and a half for hours worked.
- 31.5 Where an employee works on a public holiday, there will be an additional x 1.5 hours paid for hours worked as payment for the public holiday is in the normal pay – this represents double time and a half.
- 31.6 Where a period of additional duty is not continuous with ordinary duty, the minimum overtime is 3 hours at the relevant rate. Where the period of overtime is greater than 3 hours payment will be made for the actual period worked at the relevant rate.
- 31.7 Overtime is continuous with ordinary duty when an employee does not have a break, other than an unpaid meal break, between the period of ordinary duty and additional duty.

- 31.8 Where Sport Integrity Australia calls an APS level 1-6 employee into work to meet an emergency outside the span of hours, they will be paid for the period of work and any time necessarily spent in travelling to and from work at the rate of double time. The minimum payment for such work will be 2 hours at double time.
- 31.9 Where an employee has worked overtime, they will take an 8-hour break, plus reasonable travelling time, before recommencing work.
- 31.10 If the agency requires employees to work overtime for a continuous period of at least one hour outside the bandwidth and this extends over a meal period, they will be paid a meal allowance at the rate set by the applicable determination made by the Australian Taxation Office as being the reasonable amount for meal allowance expenses. For this clause, a meal period is:

*Monday to Friday*

6.30am – 7.00am

7.00pm – 7.30pm

*Saturday, Sunday and Public Holidays*

6.30am – 7.00am

12.30pm – 1.30pm

7.00pm – 7.30pm

## **32. Flexible working arrangements**

- 32.1 The agency, employees and their union recognise:
- 32.1.1 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;
  - 32.1.2 access to flexible work can support strategies to improve diversity in employment and leadership in the APS;
  - 32.1.3 access to flexible work supports APS 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;
  - 32.1.4 that flexibility applies to all roles in the agency, and different types of flexible working arrangements may be suitable for different types of roles or circumstances; and
  - 32.1.5 requests for flexible working arrangements are to be considered on a case-by-case basis, with a bias towards approving requests.
- 32.2 The agency is committed to engaging with employees and their union to build a culture that supports flexible working arrangements across the agency at all levels. This may include developing and implementing strategies through an agency consultative committee.



32.3 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.

32.4 *Requesting formal flexible working arrangements*

32.4.1 The following provisions do not diminish an employee's entitlement under the NES.

32.4.2 An employee may make a request for a formal flexible working arrangement.

32.4.3 The request must:

- a. be in writing;
- b. set out details of the change sought (including the type of arrangement sought and the proposed period the arrangement will operate for); and
- c. 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.

32.5 The CEO must provide a written response to a request within 21 days of receiving the request.

32.6 The response must:

32.6.1 state that the CEO approves the request and provide the relevant detail in *clause 32.7*; or

32.6.2 if following discussion between the agency and the employee, the agency 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

32.6.3 state that the CEO refuses the request and include the following matters:

- a. details of the reasons for the refusal; and
- b. set out the Sport Integrity Australia particular business grounds for refusing the request, explain how those grounds apply to the request; and either:
  - i. 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
  - ii. state that there are no such changes; and
  - iii. 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.

32.7 Where the CEO approves the request this will form an arrangement between the agency and the employee. Each arrangement must be in writing and set out:

- 32.7.1 any security and work health and safety requirements;
- 32.7.2 a review date (subject to clause 32.4 and
- 32.7.3 the cost of establishment (if any).
- 32.7.4 The CEO may refuse to approve the request only if:
- 32.7.5 the agency has discussed the request with the employee; and
- 32.8 the agency 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
  - 32.8.1 the agency and the employee have not reached such an agreement; and
  - 32.8.2 the agency has had regard to the consequences of the refusal for the employee; and
  - 32.8.3 the refusal is on reasonable business grounds.
  - 32.8.4 Reasonable business grounds include, but are not limited to:
    - 32.8.5 the new working arrangements requested would be too costly for the agency;
    - 32.8.6 there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
- 32.9 it would be impractical to change the working arrangements of other employees, or to recruit new employees, to accommodate the new working arrangements requested;
  - 32.9.1 the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
  - 32.9.2 the new working arrangements requested would be likely to have a significant negative impact on customer service; and
  - 32.9.3 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.
  - 32.9.4 For First Nations employees, the agency must consider connection to country and cultural obligations in responding to requests for altering the location of work.
  - 32.9.5 Approved flexible working arrangements will be reviewed by the agency and the employee after 12 months, or a shorter period, if agreed by the employee. This is to ensure the effectiveness of the arrangement.
- 32.10 Varying, pausing or terminating flexible working arrangements
  - 32.10.1 An employee may request to vary an approved flexible working arrangement in accordance with *clause 32.8*. An employee may request to pause or terminate an approved flexible working arrangement.
  - 32.10.2 The CEO may vary, pause or terminate an approved flexible working arrangement on reasonable business grounds, subject to *clause 32.9*

- 32.10.3 The agency 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.
- 32.11 Prior to the CEO varying, pausing or terminating the arrangement under clause 32.10 the agency must have:
- 32.11.1 discussed with the employee their intention to vary, pause or terminate the arrangement with the employee;
  - 32.11.2 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);
  - 32.11.3 had regard to the consequences of the variation, pause or termination for the employee;
  - 32.11.4 ensured the variation, pause or termination is on reasonable business grounds; and
  - 32.11.5 informed the employee in writing of the variation, pause or termination to the approved flexible working arrangement, including details set out in *clause 32.4*
- 32.12 Working from home
- 32.12.1 The agency 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.
  - 32.12.2 The agency may provide equipment necessary for, or reimbursement, for all or part of the costs associated with establishing a working from home arrangement.
  - 32.12.3 An employee working from home is covered by the same employment conditions as an employee working at an office site under this agreement.
  - 32.12.4 The agency will provide employees with guidance on working from home safely.
  - 32.12.5 Employees will not be required by the agency 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 agency will consider the circumstances of the employees and options to achieve work outcomes safely.
- 32.13 Ad-hoc arrangements
- 32.13.1 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.
  - 32.13.2 Employees should, where practicable, make the request in writing and provide as much notice as possible.
  - 32.13.3 Requests for ad-hoc arrangements are not subject to the request and approval processes detailed in *clauses 32.4 to 32.10*

32.13.4 The agency 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.

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

#### 32.14 Altering span of hours

32.14.1 An employee may request to work an alternative regular span of hours (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 agency will not request or require that any employee alter their regular span of hours (bandwidth hours) under these provisions.

### 33. Part-time work

33.1 Employees engaged on a full-time basis will not be compelled to convert to part-time employment.

33.2 Employees engaged on a part-time basis will not be compelled to convert to full-time employment.

### 34. End of Year Shutdown

34.1 The agency will close down for the period between Christmas and new year each year. For the avoidance of doubt, normal work hours will resume on the first working day (non-public holiday) after the New Years Day public holiday.

34.2 An employee is not taken to be on annual leave or personal/carer's leave over the End of Year Shut Down and the agency will make no deductions from annual leave and personal/carer's leave balances.

34.3 Where an employee is absent on a prevailing type of leave (such as leave without pay, long service leave, maternity leave etc.) payment for End of Year Shut Down days will be in accordance with the entitlement for that form of leave (e.g., if on long service leave at half pay, payment is at half pay).

### 35. Public holidays

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

- a. 1 January (New Year's Day);
- b. 26 January (Australia Day);
- c. Good Friday and the following Monday;
- d. 25 April (Anzac Day);

- e. 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);
- f. 25 December (Christmas Day);
- g. 26 December (Boxing Day); and
- h. 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.

35.2 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.

35.3 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.

35.4 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.

35.5 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.

35.6 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.)

35.7 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 35.1 to 35.3.

35.8 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.

35.9 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 EL TOIL in recognition of their planned day off.

- 35.10 An employee whose primary work location is not in the Australian Capital Territory (ACT) will observe the state based public holidays within their state of residence. They do not have an automatic entitlement to state-based holidays in the ACT or any other state or territory where they do not live.

## **Section 6: Leave**

### **36. Annual leave**

- 36.1 A full-time employee is entitled to four weeks' annual leave per year of service. Annual leave accrues pro rata for part-time employees. Annual leave accrues daily and is credited to employees on the first day of each month. Annual leave counts as service for all purposes.
- 36.2 Subject to operational requirements, management may approve an employee with an accrued annual leave credit of 8 weeks or less, to take some or all their annual leave at half pay. The employee must take a minimum of one week's leave when the half pay leave option is taken. Where an employee takes annual leave at half-pay, Sport Integrity Australia will deduct credits from the employee's annual leave balance on the basis two days of annual leave at half-pay is equivalent to one day of annual leave at full-pay.
- 36.3 Where an employee has accrued 8 weeks or more of annual leave, the CEO may require the employee to be absent from the workplace and take annual leave on one month's written notice, unless management has in place a demonstrated strategy to reduce the accrued leave within three months. The CEO may direct an employee to take up to 10 days of annual leave in each instance or a period of time equal to 25% of accrued annual leave credits at the time of the direction. The employee may apply to take additional annual leave at this time and the application will be approved unless exceptional circumstances apply.
- 36.4 An employee may cash out accrued paid annual leave subject to the following conditions: The employee may not cash out paid annual leave if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 20 days
- 36.5 To cash out paid annual leave, the CEO and the employee have made a separate agreement in writing for each cashing out of a particular amount of paid annual leave.
- 36.6 Where an employee cashes out accrued paid annual leave, they must be paid at least the full amount payable to them had they taken the leave they are foregoing.
- 36.7 The CEO will not approve requests to cash out leave in accordance with this clause unless the employee has taken at least 10 days annual leave or Long Service Leave at the same time or has taken a block of 10 days annual leave or Long Service Leave (pro-rata for part time employees) in the same calendar year.
- 36.8 Annual Leave will be cashed out at the employees substantive rate of pay.

### **37. Purchased leave**

- 37.1 Once in any 12-month period, an ongoing employee may purchase 1 to 8 weeks of leave, subject to operational requirements and approval.
- 37.2 Purchased leave will count for service for all purposes. The employee's salary for superannuation purposes continues to be their salary as if they had not purchased leave.
- 37.3 An employee who purchases annual leave cannot take annual leave at half pay in the same calendar year.
- 37.4 Unless otherwise agreed, Sport Integrity Australia will automatically reimburse as salary purchased leave not taken during the nominated 12-month period. Where an employee ceases employment prior to having salary deductions for all leave taken, the overpayment will be recovered in accordance with the requirements of the FW Act.

### **38. Personal/carer's leave**

- 38.1 On commencement with the APS, an ongoing employee will be credited with personal/carers leave of 18 days (135 hours) or the part-time equivalent. In subsequent years, a further 18 days (135 hours), or the part-time equivalent, will accrue daily and be credited monthly on the first day of each month thereafter, without limit.
- 38.2 For a non-ongoing employee, the personal/carers leave will be credited upon the employee's commencement with the department. This will be 18 days (135 hours) leave, or the part-time equivalent, pro-rated based on the employee's initial contract period, and is capped at 18 days (135 hours), or the part-time equivalent. 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 and be credited monthly.

Personal/carer's leave to be used:

- 38.3 due to personal illness or injury;
- 38.4 to attend appointments with a registered health practitioner;
- 38.5 to manage a chronic condition; and/or
- 38.6 to provide care or support for a family member (including a household member) or a person they have caring responsibilities for; because:
  - 38.6.1 of a personal illness or injury affecting the person; or
  - 38.6.2 of an unexpected emergency affecting the other person.

Where an employee:

- 38.7 has, or cares for someone with, a chronic condition or other ongoing illness; or is recovering from surgery; or
- 38.8 is pregnant; or
- 38.9 is returning from parental leave or has a child commencing day care;

and, as a result of the transition to daily accrual of personal/carer's leave, does not have sufficient credit to cover an absence for which they would otherwise be able to take personal/carer's leave, the Agency Head will advance the employee's accrual up to the 12 month anniversary when their leave would otherwise be credited.

#### *Carers Leave*

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

- 38.10 have a medical condition, including when they are in hospital;
- 38.11 have a mental illness;
- 38.12 have a disability;
- 38.13 are frail or aged
- 38.14 a child, not limited to the child of the employee

Evidence may be requested after:

- 38.15 more than 3 consecutive days; and
- 38.16 more than 10 days without evidence in a calendar year.

#### *Acceptable evidence includes:*

- 38.17 a certificate from a registered health practitioner;
  - 38.18 a statutory declaration; and
  - 38.19 another form of evidence approved by the CEO.
- 38.20 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 carer's leave.

## **39. Unauthorised Absences**

39.1 When an employee is absent from work without approval, e.g., without the express approval of their supervisor, or not in accordance with a term of this Agreement, the absence will be treated as an 'unauthorised absence' and will not count as service for any purpose under this Agreement, including remuneration and leave accrual. Any amounts paid to an employee in respect of an unauthorised absence are overpayments and the agency will seek to recover those amounts.

39.2 When an employee is absent from work without approval for 3 consecutive working days, the agency may commence action on the grounds of non-performance of duties resulting in the employee's employment being terminated.

## **40. Portability of leave**

40.1 Where an employee moves into the agency from another APS agency where they were an ongoing employee, the employee's unused accrued annual leave and personal/carer's leave will be transferred, provided there is no break in continuity of service.

40.2 Where an employee is engaged in the agency immediately following a period of ongoing employment in 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.

- 40.3 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another), at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on separation) and personal/carer's leave will be recognised.
- 40.4 Where an employee is engaged as a non-ongoing APS employee, and immediately prior to the engagement the person was employed as a non-ongoing APS employee (whether in the agency or another) at the employee's request, any unused accrued annual leave (excluding accrued leave paid out on termination of employment) and personal/carer's leave will be recognised.
- 40.5 Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a Commonwealth employer (other than in the Parliamentary Services which are covered in clause 2), the CEO will recognise any unused accrued personal/carer's leave at the employee's request. The CEO will advise the employee of their ability to make this request. Where an employee is engaged as an ongoing employee in the agency, and immediately prior to the engagement the person was employed by a State or Territory Government, the CEO may recognise any unused accrued personal/carer's leave, provided there is not a break in continuity of service.
- 40.6 For the purposes of *clauses 40.1 to 40.5* an employee with a break in service of less than 2 months is considered to have continuity of service.

## **41. Leave without pay**

- 41.1 Leave without pay is an absence not counting as service. Such absences totalling more than 25 working days per calendar year reduce the accrual of Annual Leave and Personal/Carer's Leave in a manner proportionate with the period of absence. Absences less than 25 working days do not affect the accrual of leave.

## **42. Re-crediting of leave**

- 42.1 When an employee is on:
- a. annual leave;
  - b. purchased leave;
  - c. defence reservist leave;
  - d. First Nations ceremonial leave;
  - e. NAIDOC leave;
  - f. cultural leave; or
  - g. long service leave; and

becomes eligible for, under legislation or this agreement:

- h. personal/carer's leave;
- i. compassionate or bereavement leave;
- j. jury duty;
- k. emergency services leave;
- l. leave to attend to family and domestic violence circumstances; or
- m. parental leave, premature birth leave, stillbirth leave or pregnancy loss leave;

the affected period of leave will be re-credited.

42.2 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.

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

### **43. Long service leave**

43.1 An employee is eligible for long service leave in accordance with the Long Service Leave (Commonwealth Employees) Act 1976.

43.2 The minimum period for which long service leave will be granted is 7 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 clause of this agreement.

### **44. Cultural, ceremonial and NAIDOC leave**

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

44.2 NAIDOC leave can be taken in part days.

44.3 First Nations employees may access up to 6 days of paid leave over 2 calendar years to participate in significant activities associated with their culture or to fulfil ceremonial obligations.

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

44.5 First Nations ceremonial Leave can be taken as part days.

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

44.7 The CEO may grant up to 3 days of paid leave per calendar year for the purpose of attending significant religious or cultural obligations associated with the employees' particular faith or culture.

- 44.8 The CEO may approve additional leave for cultural purposes as miscellaneous leave, with or without pay.
- 44.9 Cultural leave can be taken as part days.
- 44.10 For the avoidance of doubt, this leave does not cover cultural purposes or obligations which are eligible for paid leave under *clause 44.1*

## **45. Parental leave**

- 45.1 A primary caregiver, secondary caregiver and ML Act is defined in the definitions section.
- 45.2 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 non-ongoing employment where the employment period remaining is less than 24 months.
- 45.3 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.
- 45.4 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.
- 45.5 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*

- 45.6 An employee is entitled to parental leave with pay per clauses 45.7 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.
- 45.7 Employees newly engaged in the agency or who have moved to the agency from another APS agency are eligible for the paid parental leave in clauses 45.7 and 45.8 where such paid leave had not already been provided by another APS agency or Commonwealth employer 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 employer or APS agency is less than the limits specified in clauses 45.7 and 45.8 the balance is available to the employee.
- 45.8 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 2 below.

**Table 2: Primary caregivers - circumstances for paid parental leave**

<b>Paid leave entitlement under the ML Act</b>	<b>Additional parental leave with pay under this agreement for the primary caregiver</b>
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

45.9 An employee who is a secondary caregiver is entitled to parental leave with pay during the parental leave period as provided in Table 3 below.

**Table 3: Secondary caregivers - circumstances for paid parental leave**

<b>Period which coincides with the parental leave period for the secondary caregiver</b>	<b>Parental Leave with pay under this agreement</b>
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

45.10 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.

45.11 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.

45.12 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*

45.13 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:

- 45.14 is under 16 as at the day (or expected day) of placement;
- 45.15 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
- 45.16 is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 45.17 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*

- 45.18 Parents of a stillborn child remain eligible for parental leave, except for paid leave for the secondary caregiver which is two weeks.
- 45.19 A stillborn child is a child:
- 45.20 who weighs at least 400 g at delivery or whose period of gestation was 20 weeks or more; and
- 45.21 who has not breathed since delivery; and
- 45.22 whose heart has not beaten since delivery.

*Pregnancy loss leave*

- 45.23 A pregnant employee who experiences, or an employee whose spouse or 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.
- 45.24 Pregnancy loss leave is in addition to entitlements to compassionate leave for miscarriage provided under the FW Act and this agreement.

*Premature birth leave*

- 45.25 In circumstances of a live birth before 37 weeks' gestation a pregnant employee, or an employee whose spouse or 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.
- 45.26 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 45.24* until after the legislated paid maternity leave is used.

## **46. Compassionate leave**

- 46.1 Employees will be eligible for 3 days paid compassionate leave on each occasion when:

- 46.1.1 a member of their family (including a member of their household) or someone they have a close personal or kinship relationship with contracts, develops or sustains a life-threatening illness or injury; or
- 46.1.2 the employee or their partner has a miscarriage.
- 46.2 An employee may be asked to provide evidence to support their absences on compassionate leave.
- 46.3 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

## **47. Bereavement leave**

- 47.1 Employees will be eligible for 3 days paid bereavement leave on each occasion when:
  - 47.1.1 a member of their family (including a member of their household) or someone they had a close personal relationship with dies; or
  - 47.1.2 child is stillborn, where the child was a member of their family (including a member of their household).
- 47.2 An employee may be asked to provide evidence to support their absences on bereavement leave.
- 47.3 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

## **48. Emergency response leave**

- 48.1 In line with section 108 of the FW Act, an employee who engages in an eligible community service activity is entitled to emergency response leave to volunteer for emergency management duties for:
  - a. the time engaged in the activity;
  - b. reasonable travelling time; and
  - c. reasonable recovery time.
- 48.2 Full-time and part-time employees will be able to access 20 working days of paid emergency response leave at full pay per year if required. The CEO may provide additional emergency response leave with pay.
  - 48.2.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.
- 48.3 Paid leave may be refused where the employee's role is essential to the agency's response to the emergency.
- 48.4 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.

48.5 The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.

48.6 Emergency response leave, with or without pay, will count as service.

## **49. Jury Duty**

49.1 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 another leave type.

49.2 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.

49.2.1 For the purposes of this clause, full rate of pay is to be as if the employee was at work.

49.3 The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.

49.4 An employee is not to accept payment from the court for their attendance as a Juror (other than parking or meal reimbursement, if provided). If the employee receives a payment from the court for attendance (which are not expense related such as allowances and reimbursements), they must repay that amount to the agency for the period of absence. This will be administered in accordance with the overpayments clause.

## **50. Defence reservist leave**

50.1 The CEO will give an employee leave with or without pay to undertake:

50.1.1 Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS); and

50.1.2 Australian Defence Force Cadet obligations.

50.2 An employee who is a Defence Reservist can take leave with pay for:

50.2.1 up to 4 weeks (20 days) in each financial year (pro-rata for part-time employees); and

50.2.2 an extra 2 weeks (10 days) in the first year of ADF Reserve service (pro-rata for part-time employees).

50.3 Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service.

50.4 An employee who is an Australian Defence Force Cadet officer or instructor can get paid leave up to 3 weeks in each financial year to perform their duties. Australian Defence Force Cadets means:

50.5 Australian Navy Cadets;

50.5.1 Australian Army Cadets; and

- 50.5.2 Australian Air Force Cadets.
- 50.6 In addition to the entitlement at clause 50.2, 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.
- 50.7 Paid defence reservist leave counts for service.
- 50.8 Unpaid defence reservist leave for 6 months or less counts as service for all purposes. This includes periods of CFTS.
- 50.9 Unpaid leave taken over 6 months counts as service, except for annual leave.
- 50.10 An employee will not need to pay their tax free ADF Reserve salary to their agency for any reason.

## **51. Miscellaneous Leave**

- 51.1 The CEO may grant leave to an employee, either with or without pay and to count or not to count as service, in circumstances not provided for elsewhere in this Agreement for a purpose the CEO considers to be in the interest of the Agency and having regard to operational requirements.

## **52. Defence service sick leave**

- 52.1 An employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an employee's medical condition is as a result of either:
  - 52.1.1 warlike service; or
  - 52.1.2 non-warlike service.
- 52.2 An eligible employee can get 2 types of credits:
  - 52.2.1 an initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later below option:
    - a. they start employment with the APS; or
    - b. DVA certifies the condition; and
    - c. an annual credit of 3 weeks (15 days) defence service sick leave.
- 52.3 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.
- 52.4 Unused annual credits can be built up to 9 weeks.
- 52.5 An employee cannot use annual credits until the initial credit is exhausted.
- 52.6 Defence service sick leave is paid and counts as service for all purposes.



**53. Leave to attend proceedings**

- 53.1 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.
- 53.2 An employee who is not covered under clause 53.1 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 agency.
- 53.3 An employee may otherwise be granted paid or unpaid miscellaneous 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.
- 53.4 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 7: Employee support and workplace culture**

### **54. Blood donation**

54.1 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.

54.2 The employee must inform their manager in advance of when they will be away from work before donating blood, plasma or platelets.

### **55. Vaccinations**

55.1 The agency will offer annual influenza vaccinations to all employees at no cost.

55.2 Where the agency requires an employee performing a role to be vaccinated for a particular condition, this vaccination will be offered at no expense to the employee.

### **56. Employee Assistance Program**

56.1 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 agency and will be accessible on paid time.

### **57. Safe workplaces**

57.1 Sport Integrity Australia and its employees agree they will strive to promote and maintain a safe workplace and work environment, one free from bullying, harassment, excessive workload and unsafe hours and work practices.

### **58. Respect at work**

58.1 The agency values a safe, respectful and inclusive workplace free from physical and psychological harm, harassment, discrimination and bullying. The agency recognises that preventing sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace is a priority.

58.2 The agency 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.

58.3 The agency will consult with employees and their unions in developing, reviewing and evaluating approaches to prevent sexual harassment, sex discrimination, sex-based harassment and victimisation in the workplace.

## **59. Family and domestic violence support**

**59.1** The agency will provide support for employees affected by family and domestic violence, depending on the employee's circumstances.

**59.2** The agency recognises that a holistic approach should be taken to support the employee, appropriate for the employee's individual circumstances.

**59.3** Family and domestic violence support, including paid leave, are available to all employees covered by this agreement.

**59.4** An employee experiencing family and domestic violence is able to access paid miscellaneous leave. Reasons an employee experiencing family and domestic violence may access this leave include, but are not limited to:

- a. illness or injury affecting the employee resulting from family and domestic violence;
- b. providing care or support to a family member (including a household member) who is also experiencing family and domestic violence, and is ill or injured as a result of family and domestic violence;
- c. providing care or support to a family member (including a 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;
- d. making arrangements for the employee's safety, or the safety of a close relative;
- e. accessing alternative accommodation;
- f. accessing police services;
- g. attending court hearings;
- h. attending counselling; and
- i. attending appointments with medical, financial or legal professionals.

**59.5** 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.

**59.6** 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.

**59.7** These family and domestic violence support clauses do not reduce an employee's entitlement to family and domestic violence leave under the NES.

**59.8** Paid miscellaneous leave available under this clause is paid for ongoing and non-ongoing employees at their full rate as if they were at work.

**59.9** Evidence may be requested to support the agency 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 agency will require, unless the employee chooses to provide another form of evidence.

- 59.10 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.
- 59.11 The agency will take all reasonable measures to treat information relating to family and domestic violence confidentially. The agency will adopt a 'needs to know' approach regarding communication of an employee's experience of family and domestic violence, subject to steps the agency may need to take to ensure the safety of the employee, other employees or persons, or mandatory reporting requirements.
- 59.12 Where the agency needs to disclose confidential information for purposes identified in clause 59.4 where it is possible the agency will seek the employee's consent and take practical steps to minimise any associated safety risks for the employee and/or privacy breaches.
- 59.13 The agency 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.
- 59.14 Other available support may include, but is not limited to, flexible working arrangements, additional access to EAP, changes to their span of hours or pattern of hours and/or shift patterns and/or location of work where reasonably practicable.
- 59.15 The agency 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.
- 59.16 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

## **60. Integrity in the APS**

- 60.1 The agency understands that procedural fairness is essential in building and maintaining trust with APS employees, and that it requires fair and impartial processes for employees affected by APS-wide or agency decisions.
- 60.2 Employees are to give advice that is frank, honest, timely and based on the best available evidence. This includes scientific and engineering advice based on evidence-based facts guided by the best available science and data. 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 APS Code of Conduct in the PS Act.
- 60.3 Employees can, during their ordinary work hours, take time to:
- 60.3.1 access an APS-wide ethics advisory service or another similar service provided by a professional association such as a law society or in the agency; and
  - 60.3.2 attend agency mandated training about integrity.

60.4 The Australian Public Service Commission will develop guidance on effective decision making and record keeping to support integrity and adherence with National Archive standards.

## **61. First Nations cultural competency training**

61.1 The CEO will take reasonable steps to ensure all substantive, ongoing EL2 employees employed at the commencement of this agreement or any new substantive, ongoing EL2 employees who commence within the first 6 months of this agreement will complete relevant First Nations cultural competency training within 12 months of the commencement of the agreement.

61.2 Any new substantive, ongoing EL2 employee who commences after 6 months of the commencement of this agreement will be required to complete a relevant First Nations cultural competency training course within 6 months of their engagement or promotion.

## **62. Lactation and breastfeeding support**

62.1 Reasonable paid time during work hours will be provided for lactation breaks for breastfeeding, expressing milk and other associated activities.

62.2 The agency will provide access to appropriate facilities for the purpose of breastfeeding or expressing milk, subject to clause 62.5. In considering whether a space is appropriate, an agency should consider whether:

62.2.1 there is access to refrigeration;

62.2.2 the space is lockable; and

62.2.3 there are facilities needed for expressing, such as appropriate seating.

62.3 Where it is not practicable for an agency site to have a designated space, a flexible approach will be taken so that the employee can access the support required.

62.4 The agency will facilitate discussion between individual employees and their managers about accommodating the employee's lactation needs and practical arrangements to meet these needs.

62.5 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 be changed over time.

## **63. Disaster support**

63.1 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.

63.2 Where flexible working arrangements are not appropriate, the CEO may grant paid miscellaneous leave to an employee with regard to the scale and nature of the emergency. This leave counts as service and may be approved retrospectively.

63.3 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.

## **Section 8: Performance and development**

### **64. Performance management**

- 64.1 Employees must participate in Sport Integrity Australia's performance management framework. The performance cycle runs from 1 July to 30 June each year.
- 64.2 The Performance Management Gamechanger Policy and Guidelines set out performance management processes, including the responsibilities, rights and obligations of managers and employees in managing performance.
- 64.3 The agency requires all employees, except non-ongoing employees engaged for a period of less than 3 consecutive months, to have a current performance and development agreement.
- 64.4 Management will rate each employee at the end of the performance cycle.
- 64.5 Where underperformance is identified, the agency will work with affected employees and their managers to attain and sustain the standards required.

### **65. Workloads**

- 65.1 The agency 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.
- 65.2 When determining workloads for an employee or group of employees, the agency will consider the need for employees to strike a balance between their work and personal life.
- 65.3 Where an employee or group of employees raise that they have experienced significant workload pressures over a prolonged period of time, the agency 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.

### **66. Study assistance**

- 66.1 The agency supports ongoing employees undertaking formal study and encourages eligible employees to apply for study assistance. An employee wanting Study Assistance must provide a business case for review and approval by their manager. Further information about access to study assistance is available in the Study Assistance Policy.
- 66.2 Professional qualifications:
  - 66.2.1 The agency will pay for professional practice, membership or other fees for those employees in positions where the CEO has determined those professional skills, qualifications and memberships are required.

## Section 9: Travel and location-based conditions

### 67. Travel

- 67.1 Where an employee travels overseas or domestically on official duty on any day, the employee is regarded as working 7 hours 30 minutes per day.
- 67.2 In the event an employee is required to undertake travel outside the standard bandwidth or outside standard hours, the CEO will approve reasonable time off in lieu at ordinary hour rates and not at overtime rates for such travel as is deemed necessary.
- 67.3 Where an employee has requested an alternative to air transport, and has received prior approval to travel by motor vehicle or other form of transport, travel time will be the equivalent time had the employee travelled by flight for the purposes of timesheet recording. Further detail is in the Domestic Travel Policy and Fatigue Management Policy.
- 67.4 When an employee is travelling/working overseas or domestically on official duty on any day, all hours worked will be ordinary time hours.
- 67.5 The agency will pay employees a Travel Allowance for official travel subject to *clause* 67. Further information, including rates, is available in the Sport Integrity Australia Domestic Travel Policy and the Sport Integrity Australia International Travel Policy as adjusted from time to time.

### 68. Relocation assistance

- 68.1 Where an existing employee is required to relocate at the request of the agency (such as a promotion), the employee will be provided with financial relocation assistance. Employees who relocate on a temporary basis to take up higher duties are entitled to removal expenses if they relocate for a period of 13 weeks or more.
- 68.2 Where an employee is required to relocate on engagement with the agency, the employee will be provided with financial relocation assistance.
- 68.3 Reasonable expenses associated with the relocation include:
- 68.3.1 the cost of transport of the employee, their dependents and partner by the most economical means;
  - 68.3.2 removal expenses, namely the reimbursement of reasonable incurred costs of the removal of furniture and household effects of the employee, dependants and partner;
  - 68.3.3 the reimbursement of the cost of the insurance premium based on a reasonable replacement value; and
  - 68.3.4 the reasonably incurred expenses in kennelling and transport of pets, up to the amount specified in the APS Award.
- 68.4 Additional relocation assistance may be considered by CEO discretion.



68.5 Employees may request a voluntary relocation. The agency is under no obligation to agree to a request for voluntary relocation. Compensation is not applicable to employee initiated remote working arrangements.

## **69. Home Office Allowance**

69.1 Where Sport Integrity Australia does not provide a workspace within Sport Integrity Australia premises to ongoing employees, a Home Office allowance will be available. This allowance will be \$50.25 per fortnight (pro-rata for part-time employees) to cover non-IT equipment, furniture and office consumables.

69.2 A Home Office allowance does not apply to employees who request flexible working arrangements to work at least some of the time from their home, during emergency situations requiring temporary office closure and work from home, nor where an employee has relocated at their own request.

69.3 Employees already in receipt of a Home Office Allowance, on the commencement of this Agreement, will maintain their current allowance rate.

## **70. Reimbursement for Loss or Damage**

70.1 The CEO may approve reimbursement to an employee for clothing and/or personal effects lost or damaged in the course of the employee's work.

## **Section 10: Consultation, representation and dispute resolution**

### **71. Consultation**

**71.1** 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.

**71.2** The agency recognises:

**71.2.1** the importance of inclusive and respectful consultative arrangements;

**71.2.2** employees and the relevant union(s) should have a genuine opportunity to influence decisions;

**71.2.3** 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 2 weeks, whereas a major change is likely to require a more extensive consultation process;

**71.2.4** consultation with employees and relevant unions(s) on workplace matters that significantly affect or materially impact them is sound management practice; and

**71.2.5** the benefits of employee and union involvement and the right of employees to be represented by their union.

**71.3** Genuine and effective consultation involves:

**71.3.1** providing employees and the relevant union(s) with a genuine opportunity to influence the decision prior to a decision being made;

**71.3.2** providing all relevant information to employees and the relevant union(s) in a timely manner to support consideration of the issues;

**71.3.3** considering feedback from employees and the relevant union(s) in the decision-making process; and

**71.3.4** advising employees and the relevant union(s) of the outcome of the process, including how their feedback was considered in the decision-making process.

**71.4** Consultation is required in relation to:

**71.4.1** changes to work practices which materially alter how an employee carries out their work;

**71.4.2** changes to or the introduction of policies or guidelines relevant to workplace matters (unless the changes are minor or procedural);

**71.4.3** major change that is likely to have a significant effect on employees;

**71.4.4** implementation of decisions that significantly affect employees;

- 71.4.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and
- 71.4.6 other workplace matters that are likely to significantly or materially impact employees.
- 71.5 The agency, 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.
- 71.6 This clause applies if the agency:
- 71.6.1 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
- 71.6.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 71.7 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.
- 71.8 The agency must recognise the representative if:
- 71.8.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 71.8.2 the employee or employees advise the employer of the identity of the representative.
- 71.9 In this clause, a major change is likely to have a significant effect on employees if it results in, for example:
- 71.9.1 the termination of the employment of employees; or
- 71.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 71.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 71.9.4 the alteration of hours of work; or
- 71.9.5 the need to retrain employees; or
- 71.9.6 the need to relocate employees to another workplace; or
- 71.9.7 the restructuring of jobs.
- 71.10 The following additional consultation requirements in *clause 71.11* apply to a proposal to introduce a major change referred to in *clause 71.9*.
- 71.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to *clause 71.7*

- 71.12 Where practicable, an agency 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.
- 71.13 The agency must notify employees and relevant union(s) and/or recognised representatives of the proposal to introduce the major change as soon as practicable.
- 71.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at *clause 71.5* the agency must:
- 71.15 discuss with affected employees and relevant union(s) and/or other recognised representatives:
- 71.15.1 the proposed change:
  - 71.15.2 the effect the proposed change is likely to have on the employees; and
  - 71.15.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
- 71.16 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
- 71.16.1 all relevant information about the proposed change, including the nature of the change proposed; and
  - 71.16.2 information about the expected effects of the proposed change on the employees; and
  - 71.16.3 any other matters likely to affect the employees.
- 71.17 The agency 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.
- 71.18 However, the agency is not required to disclose confidential or commercially sensitive information to employees and the relevant union(s) and/or other recognised representatives.
- 71.19 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 agency, the requirements set out in *clause 71.11 to 71.15* are taken not to apply.
- 71.20 The following additional consultation requirements in clause 71.13 to 71.15 apply to a proposal to introduce a change referred to in clause 71.9.
- 71.21 The agency must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 71.22 As soon as practicable after proposing to introduce the change, the agency must:
- 71.22.1 discuss with employees and the relevant union(s) and/or other recognised representatives:
  - 71.22.2 the proposed introduction of the change; and

- 71.22.3 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:
  - 71.22.4 all relevant information about the proposed change, including the nature of the proposed change; and
  - 71.22.5 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and
  - 71.22.6 information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - 71.22.7 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 agency is not required to disclose confidential or commercially sensitive information to the relevant employees and the relevant union(s) and/or other recognised representatives.
- 71.23 The agency 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*

- 71.24 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.

## **72. Agency consultative committee**

- 72.1 The CEO may establish an agency consultative committee to discuss relevant workplace matters.
- 72.2 Agency consultative committees 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.

## **73. APS consultative committee**

- 73.1 The CEO will support the operation of the APS consultative committee to the extent possible. This includes providing information requested by the Australian Public Service Commission to support the operation of the APS consultative committee, subject to legislative requirements.

## **74. Dispute resolution**

- 74.1 If a dispute relates to:
  - 74.1.1 a matter arising under the agreement; or
  - 74.1.2 the National Employment Standards;
  - 74.1.3 this term sets out procedures to settle the dispute.

74.2 An employee or union who is covered by this agreement may initiate and/or be a party to a dispute under this term.

74.3 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.

74.4 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.

74.5 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 74.3 – 74.4* have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

74.6 The Fair Work Commission may deal with the dispute in 2 stages:

74.6.1 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

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

- a. arbitrate the dispute; and
- b. make a determination that is binding on the parties.

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

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

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

74.7.2 subject to clause 74.7.1, 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:

- a. the work is not safe; or
- b. applicable work health and safety legislation would not permit the work to be performed; or
- c. the work is not appropriate for the employee to perform; or
- d. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

74.9 Any disputes arising under the Sport Integrity Australia Enterprise Agreement 2022 - 2025 or the National Employment Standards that were formally notified 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.

74.10 Where the provisions of clauses 74.1 to 74.9 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 74.3 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 74.5.

## **75. Delegates' rights**

75.1 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.

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

75.3 The agency and union delegates will work together respectfully and collaboratively.

### *Supporting the role of union delegates*

75.4 The agency respects the role of union delegates to:

75.4.1 provide information, consult with and seek feedback from employees in the workplace on workplace matters;

75.4.2 consult with other delegates and union officials, and get advice and assistance from union officials;

75.4.3 represent the interests of members to the employer and industrial tribunals; and

75.4.4 represent members at relevant union forums, consultative committees or bargaining.

75.5 The agency 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.

75.6 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.

75.7 To support the role of union delegates, the agency will, subject to legislative and operational requirements, including privacy and security requirements:

- 75.7.1 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;
  - 75.7.2 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;
  - 75.7.3 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;
  - 75.7.4 provide access to new employees as part of induction; and
  - 75.7.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.
- 75.8 Where APS employees are elected as officials of a trade union or professional association, they are not required to seek permission from the workplace or agency before speaking publicly in that capacity, subject to the APS Code of Conduct and legislative requirements.

## **76. Employee representational rights**

- 76.1 In any matter arising under this Agreement, an employee may have an employee representative assist, support, accompany or represent them. Sport Integrity Australia and employee representatives will deal with each other in good faith.
- 76.2 An employee representative can be any person the employee is comfortable with representing their interests.
- 76.3 The agency and employees are to respect and facilitate the role of employee representatives, including union delegates and other non-union employee representatives. Sport Integrity Australia recognises employees are free to be represented, or not represented.
- 76.4 Employees will not be disadvantaged or discriminated against because they choose to, or not to, be represented.
- 76.5 An employee will supply prior notice to all parties to a discussion where the employee chooses to be represented.
- 76.6 An employee is expected to be present at discussions where they choose to be represented.



## **Section 11: Separation and retention**

### **77. Resignation**

- 77.1** An employee may resign from their employment by giving their manager, as a delegate of the CEO, at least 14 calendar days' notice.
- 77.2** At the instigation 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.
- 77.3** The CEO has the discretion to agree to a shorter period of notice or waive the requirement to give notice.

### **78. Payment on death of an employee**

- 78.1** 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.

### **79. Redeployment, retraining, redundancy**

- 79.1** These provisions apply only to ongoing APS employees. They do not apply to employees on probation or non-ongoing employees.
- 79.2** An employee is an excess employee if either:
- 79.2.1** the employee is included in a class of employees employed by the agency comprising a greater number of employees than is necessary for the efficient and economical working of the agency
  - 79.2.2** the agency cannot use the services of the employee effectively because of technological or other changes in the work methods of Sport Integrity Australia or changes in the nature, extent or organisation of the functions of the agency
  - 79.2.3** where the employee's usual duties are to be performed at a different locality, the employee is not willing to perform duties at the locality and the CEO has determined these provisions will apply to that employee.
- 79.3** The CEO will advise employees who are likely to become excess in writing as soon as practicable of the reasons of this position.
- 79.4** Within 30 calendar days, the CEO will hold discussions with the employee, and/or the employee's nominated representative, to consider:

- 79.4.1 reasons for the excess employee's situation and the method used to determine excess employees
  - 79.4.2 measures that could be taken to resolve the situation, including redeployment opportunities for the employee at or below level
  - 79.4.3 job swaps at level
  - 79.4.4 referral to an appropriate employment Agency
  - 79.4.5 whether voluntary retrenchment might be appropriate.
- 79.5 The CEO may, prior to the conclusion of these discussions, invite employees who are not excess employees to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of employees who are in a redundancy situation and who would otherwise remain excess.

## **80. Voluntary Retrenchment**

- 80.1 Where the CEO invites an excess employee to accept voluntary retrenchment, the employee will have 30 calendar days in which to accept the offer. Where the offer is accepted, the CEO will not give notice of termination before the end of that period, without the agreement of the employee.
- 80.2 Within the 30 days, an employee invited to accept voluntary retrenchment will be given information on the:
- 80.2.1 amount of severance pay, pay in lieu of notice and accrued annual and long service leave credits
  - 80.2.2 amount of accumulated superannuation if the employee's fund is CSS, PSS or PSSap
  - 80.2.3 options open to the employee if the employee's superannuation fund is CSS, PSS or PSSap
  - 80.2.4 taxation rules applying to the various payments
  - 80.2.5 availability of assistance up to a maximum amount of \$750 for financial advice, payable when a receipt is produced for Financial Services.
- 80.3 The agency will only make one formal offer of voluntary retrenchment to an excess employee.
- 80.4 An employee who accepts voluntary retrenchment and whose employment the CEO terminates under section 29 of the PS Act is entitled to a period of notice of 4 weeks (or 5 weeks for an employee over 45 years old with at least five years of continuous service).
- 80.5 Where an employee is terminated at the beginning of, or within, the notice period, the employee will receive payment in lieu of notice as set out in clause 81.3 for the unexpired portion of the notice period.

- 80.6 An employee who accepts an offer of voluntary retrenchment and whose employment the CEO terminates under section 29 of the PS Act on the grounds they are excess to requirements is entitled to be paid a sum equal to two weeks' salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service.
- 80.7 The minimum amount payable will be four weeks' salary and the maximum will be 48 weeks' salary subject to any minimum amount the employee is entitled to under the National Employment Standard.
- 80.8 Sport Integrity Australia will calculate severance payments involving part-time employees pro-rata for any period they have worked part-time hours during their period of service and where they have less than the equivalent 24 years' full-time service, subject to any minimum amount the employee is entitled to under the NES.
- 80.9 Service for severance pay purposes means:
- 80.9.1 service in Sport Integrity Australia
  - 80.9.2 government service as defined in section 10 of the Long Service Leave (Commonwealth Employees) Act 1976
  - 80.9.3 Service with the Commonwealth (other than service with a joint Commonwealth-State body corporate in which the Commonwealth does not have a controlling interest) that is recognised for long service leave purposes
  - 80.9.4 service with the Australian Defence Forces
  - 80.9.5 service in another organisation where the employee was moved from the APS to give effect to an administrative re-arrangement, or an employee of that organisation is engaged as an APS employee due to administrative re-arrangement and such service is recognised for long service leave purposes.
- 80.10 Service that will not count as service for severance pay purposes is any period of service that ceased through termination on the following grounds:
- 80.10.1 the employee lacks, or has lost, an essential qualification for performing their duties
  - 80.10.2 non-performance, or unsatisfactory performance, of duties
  - 80.10.3 inability to perform duties because of a physical or mental capacity
  - 80.10.4 failure to satisfactorily complete an entry level training course
  - 80.10.5 failure to meet a condition of engagement imposed under subsection 22(6) of the PS Act
  - 80.10.6 a breach of the APS Code of Conduct
  - 80.10.7 any other ground prescribed by the Public Service Regulations
  - 80.10.8 through voluntary retirement at or above the minimum retiring age applicable to the employee

- 80.10.9 payment of a retrenchment benefit or similar payment or an employer financed retirement benefit.
- 80.11 For earlier periods of service to count as severance pay, there must be no breaks between periods of service, except where:
  - 80.11.1 the break in service is less than 1 month and occurs where an offer of employment with the new employer was accepted by the employee before ceasing employment with the preceding employer
- 80.12 Salary for severance pay purposes will include either:
  - 80.12.1 the employee's salary at their substantive classification level
  - 80.12.2 the salary of a higher classification level, where the employee has been working at the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice of termination; and
  - 80.12.3 other allowances in the nature of salary that are paid during periods of annual leave and regularly, excluding allowances that are a reimbursement for expenses incurred.
- 80.13 The agency will immediately refer an excess employee who declines an offer of voluntary retrenchment or does not accept the offer within the 30 day period to a redeployment program, unless the employee was referred prior to receiving the offer, and a retention period will commence.
- 80.14 The retention period is either:
  - 80.14.1 13 months where an employee has 20 or more years of service or is over 45 years of age
  - 80.14.2 seven months for other employees.
  - 80.14.3 If an employee is entitled to a redundancy payment in accordance with the National Employment Standards (NES), the relevant period in clause 80.14 will be reduced by the number of weeks redundancy pay the employee will be entitled under the NES on termination of employment, as at the expiration of the retention period (as adjusted by this clause).
- 80.15 The retention period will commence on the earlier of the following:
  - 80.15.1 the day the CEO advises the employee in writing they are an excess employee
  - 80.15.2 30 days after the day on which the CEO invites the employee to accept voluntarily retrenchment.
- 80.16 The CEO may extend the retention period and the notice period by any periods of paid personal/carer's leave not exceeding 26 weeks that is supported by medical evidence, taken in these periods.
- 80.17 During the retention period the CEO may do any of the following, singularly or in combination:

- 80.17.1 continue to take reasonable steps to find alternative employment for the excess employee
  - 80.17.2 with four weeks' notice, transfer the excess employee to a job with a lower classification.
  - 80.17.3 If the CEO reduces an employee's classification during the retention period, Sport Integrity Australia will continue to pay the employee at their previous level of salary for the balance of the retention period.
  - 80.17.4 Where the CEO believes there is insufficient productive work available for the excess employee during the retention period and there is no reasonable redeployment prospects in the APS, the CEO may, in consultation with the excess employee, terminate the employee's employment under section 29 of the PS Act on the grounds they are excess to requirements.
- 80.18 On termination, the agency will pay the employee a lump sum comprising:
- 80.18.1 the balance of the retention period (as shortened for the NES under clause 80.17.2 above) - this payment will include the payment in lieu of notice of termination of employment
  - 80.18.2 the employee's NES entitlement to redundancy.

## **81. Involuntary Retrenchment**

- 81.1 At the end of the retention period, the CEO, subject to redeployment, may involuntarily retrench the excess employee under section 29 of the PS Act.
- 81.2 The agency will not terminate the employment of an excess employee if the CEO has not offered the employee voluntary retrenchment, or the employee has elected to be retrenched but the CEO has refused to approve it.
- 81.3 The agency will not terminate the employment of an excess employee without them being given 4 weeks' notice (or 5 weeks' notice for an employee over 45 years of age with at least 5 years of continuous service, or any employee with 20 years or more service) of termination, or payment in lieu of notice. Wherever possible, this notice period will be concurrent with the retention period.
- 81.4 Payments of severance benefit under clause 81.3 do not apply to employees following the retention period.

## **82. Other Payments**

- 82.1 The CEO may compensate employees for any costs incurred in addition to what would reasonably be expected in their ordinary work. In determining this compensation, Sport Integrity Australia will have regard to the duration, nature and extent of the additional employee costs and the measures (if any) Sport Integrity Australia took to alleviate these costs.

## Attachment A – Base salaries

Classification	Salary points	Salaries as at 31 August 2023	Salaries effective from the later of commencement of the agreement or 14 March 2024	Salaries effective from 13 March 2025 (3.8%)	Salaries effective from 12 March 2026 (3.4%)
<b>APS 1</b>	APS 1.1	\$50,159	\$52,165	\$54,516	
	APS 1.2	\$50,794	\$52,826	\$54,833	\$57,497
	APS 1.3	**	\$55,120	\$57,215	\$59,160
	APS 1.4	**		\$57,787	\$59,752
	APS 1.5	**			\$60,946
<b>APS 2</b>	APS 2.1	\$53,517	\$56,774	\$59,520	\$62,775
	APS 2.2	\$56,663	\$58,930	\$61,169	\$63,249
	APS 2.3	\$59,807	\$62,199	\$64,563	\$66,758
	APS 2.4	\$63,194	\$65,722	\$68,219	\$70,538
<b>APS 3</b>	APS 3.1	\$65,280	\$67,891	\$70,471	\$72,867
	APS 3.2	\$67,892	\$70,608	\$73,291	\$75,783
	APS 3.3	\$70,506	\$73,326	\$76,112	\$78,700
	APS 3.4	\$73,225	\$76,154	\$79,048	\$81,736
	APS 3.5	\$74,373	\$77,348	\$80,287	\$83,017
<b>APS 4</b>	APS 4.1	\$77,354	\$80,448	\$83,505	\$86,344
	APS 4.2	\$79,683	\$82,870	\$86,019	\$88,944
	APS 4.3	\$82,308	\$85,600	\$88,853	\$91,874
	APS 4.4	\$85,060	\$88,462	\$91,824	\$94,946
<b>APS 5</b>	APS 5.1	\$87,260	\$90,750	\$94,199	\$97,402
	APS 5.2	\$89,418	\$92,995	\$96,529	\$99,811
	APS 5.3	\$91,912	\$95,588	\$99,220	\$102,593
	APS 5.4	\$94,736	\$98,525	\$102,269	\$105,746

<b>APS 6</b>	APS 6.1	\$98,106	\$102,030	\$105,907	\$109,508
	APS 6.2	\$100,707	\$104,735	\$108,715	\$112,411
	APS 6.3	\$103,682	\$107,829	\$111,927	\$115,733
	APS 6.4	\$107,069	\$111,352	\$115,583	\$119,513
<b>EL 1</b>	EL 1.1	\$112,719	\$117,228	\$121,683	\$125,820
	EL 1.2	\$115,841	\$120,475	\$125,053	\$129,305
	EL 1.3	\$119,310	\$124,082	\$128,797	\$133,176
	EL 1.4	\$122,849	\$127,763	\$132,618	\$137,127
<b>EL 2</b>	EL 2.1	\$127,429	\$132,526	\$137,562	\$142,239
	EL 2.2	\$136,182	\$141,629	\$147,011	\$152,009
	EL 2.3	\$145,802	\$151,634	\$157,396	\$162,747
	EL 2.4	\$153,767	\$159,918	\$165,995	\$171,639

\* Lifted by pay fragmentation

\*\* New pay point for pay fragmentation

Green = impacted by pay fragmentation

## Attachment B – Supported Wage System

1. This schedule defines the condition which will apply to employees because of the effects of a disability and who 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](http://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 class 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 2 Applicable percentage of relevant minimum wage paid to applicable employees**

Assessed capacity	Percentage of agreement rate
10 per cent	10 per cent
20 per cent	20 per cent
30 per cent	30 per cent
40 per cent	40 per cent
50 per cent	50 per cent
60 per cent	60 per cent
70 per cent	70 per cent
80 per cent	80 per cent
90 per cent	90 per cent

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 per cent, 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 Supported Wage



System 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 FW 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 supported 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.

## Formal Acceptance of this Agreement

By signing below Sport Integrity Australia and the employee Bargaining Representative bound by the Agreement signify their agreement to its terms.

### Employer

Signed for, and on behalf of, the Commonwealth by the CEO, Sport Integrity Australia



\_\_\_\_\_ Date

27 March 2024

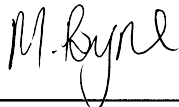
**Full name:** David Sharpe APM OAM

**Agency:** Sport Integrity Australia

**Address:** Unit 14, 6 Tennant Street Fyshwick, ACT 2609

### Union

Signed for, and on behalf of, the Community and Public Sector Union by the National Secretary



\_\_\_\_\_ Date 27/03/24

**Full name:** Melissa Payne

**Address:** 54-58 Foveaux Street, Surry Hills NSW 2010