



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Sport Integrity Australia
(AG2024/1078)

SPORT INTEGRITY AUSTRALIA ENTERPRISE AGREEMENT 2024-2027 – CASUAL EMPLOYEES

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 12 APRIL 2024

Application for approval of the Sport Integrity Australia Enterprise Agreement 2024-2027 – Casual employees.

[1] An application has been made for approval of an enterprise agreement known as the *Sport Integrity Australia Enterprise Agreement 2024-2027 – Casual 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

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Sport Integrity Australia Enterprise Agreement 2024- 2027 – Casual 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 – Casual 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;
- 2.2 all casual employees in the agency employed under the PS Act other than:
- 2.2.1 Senior Executive Service employees or equivalent; and
 - 2.2.2 Ongoing and non-ongoing employees
- 2.3 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:
- 2.3.1 Commonwealth 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:

7.2 the agreement deals with one or more of the following matters:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances;
- remuneration; and
- leave and leave loading; and

7.3 the arrangement meets the genuine needs of the agency and employee in relation to one or more of the matters mentioned in clause 7.2 and

7.4 the arrangement is genuinely agreed to by the agency and employee.

7.5 The agency must ensure that the terms of the individual flexibility arrangement:

7.6 are about permitted matters under section 172 of the FW Act;

7.7 are not unlawful terms under section 194 of the FW Act; and

7.8 result in the employee being better off overall than the employee would be if no arrangement was made.

7.9 The agency must ensure that the individual flexibility arrangement:

7.9.1 is in writing;

7.9.2 includes the name of the agency and employee;

7.9.3 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

7.9.4 includes details of:

7.9.5 the terms of the enterprise agreement that will be varied by the arrangement;

7.9.6 how the arrangement will vary the effect of the terms;

7.9.7 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

7.9.8 states the day on which the arrangement commences.

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

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

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

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

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

8. Definitions

8.1 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 Enterprise Agreement 2024-2027 – Casual Employees*.

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.

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.

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.

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.

Mission: Period of engagement for a specific testing session which includes performing sample collection activities as either a Chaperone, BCO or DCO

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

Office role covers all Sport Integrity Australia casual positions excluding Doping Control Officers, Chaperones, Blood Collection Officers and Education Presenters.

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

Ordinary time means Hours worked during the span of hours (7am –7pm, Monday to Friday) are paid at ordinary time rate (base hourly rate with 25% casual loading). Clauses under this Agreement may allow for other circumstances where employees will be paid at ordinary time.

Partner means a spouse (including a former spouse) or de facto partner (including a former de facto partner).

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

Relevant employee means an affected employee.

Unaccredited means Doping Control Officers or Unaccredited Chaperones who have either not completed all of the training or fail to meet other requirements for Accreditation in the Sport Integrity Australia Accreditation Framework.

Week means Thursday to Wednesday for the purposes of timesheets and calculations.

Section 2: Remuneration

9. Salary and Wages

- 9.1 Salary and wage rates will be as set out in **Attachment A – Base** of this agreement.
- 9.2 The base salary and wage rates in **Attachment A – Base and wages** include the following increases:
- 9.2.1 4.0 per cent from the first full pay period on or after 1 March 2024 (the 14 March 2024);
 - 9.2.2 3.8 per cent from the first full pay period on or after 1 March 2025 (the 13 March 2025);
and
 - 9.2.3 3.4 per cent from the first full pay period on or after 1 March 2026 (the 12 March 2026).
- 9.3 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 and Wages** were calculated based on base salary rates as at 31 August 2023.
- 9.4 For the avoidance of doubt, 3.8 per cent of the 4.0 per cent increase due in March 2024, was paid to employees in February 2024, per the condition in the Sport Integrity Australia Enterprise Agreement 2022 – 2025 (casual employees).

10. Payment of salary and wages

- 10.1 The agency will pay casual employees fortnightly in arrears based on the following formula:

$$\text{Hourly rate} = (\text{Annual Salary} \times 12/313) \div 75 \times 1.25^*$$

**casual loading (or overtime x 1.5 or x 2.0 or x 2.5)*

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.

- 10.2 Employees engaged on a casual basis will receive a 25% loading. The casual loading is paid in lieu of payment for public holidays not worked, notice of termination of employment, redundancy benefits and all paid leave entitlements, other than leave required by legislation including long service leave in accordance with the *Long Service Leave (Commonwealth Employees) Act 1976* and leave for family and domestic violence support.
- 10.3 The agency does not pay the hourly casual loading of 25% on overtime.
- 10.4 The agency will pay employees by electronic funds transfer into a financial institution account of the employee's choice.
- 10.5 An accredited Education Presenter will receive a flat rate of pay of \$250 (plus superannuation), for each session they present.
- 10.6 In the event that multiple education sessions are presented on a single day, the Presenter will receive \$250 for the first three hours and an hourly rate of \$51.40 (calculated on the hourly rate for an APS 4.1, inclusive of 25% casual loading) for any subsequent hours of work that day. The

minimum three-hour engagement will commence at the beginning of the first session, noting an hourly rate will not be paid for that session.

11. Salary setting

- 11.1 Where an employee is engaged, they will be paid at the classification and pay point assigned to their role, unless the CEO determines a higher pay point within the relevant classification under these provisions.
- 11.2 The CEO may engage the employee at a higher classification or nominate a higher pay point within the salary rate at any time.
- 11.3 In determining an appropriate classification or pay point under this provision, the CEO will have regard to a range of relevant factors including the employee's experience, qualifications, and skills.
- 11.4 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.
- 11.5 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. Incremental advancement

- 12.1 Once a casual is accredited, they will become eligible for a one-off an incremental salary advancement. Subject to what is set out in clauses 12.2 to 12.4 below:
- 12.2 APS1 Chaperones;
 - 12.2.1 On commencement, salary level will be APS1.1.
 - 12.2.2 Upon accreditation, as determined by Anti-Doping field operations team, will advance to the APS1.2 salary level.
- 12.3 APS2 Blood Collection Officers will commence and remain on the APS2.4 salary level
- 12.4 APS3 Doping Control Officers;
 - 12.4.1 On commencement, salary level will be APS3.1.
 - 12.4.2 Upon accreditation, as determined by Anti-Doping field operations team, will advance to the APS3.5 salary level.
- 12.5 APS3 Education presenters will commence at the APS3.5 salary level and will engaged at an APS4.1 once accredited. This rate will increase annually, per the Base Salaries in Attachment A.
- 12.6 Details of requirements for accreditation are detailed in the Accreditation Framework

13. Superannuation

- 13.1 The agency will make compulsory employer contributions as required by the applicable legislation and fund requirements.
- 13.2 Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 13.3 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

- 13.4 The agency will provide an employer contribution of 15.4 per cent of the employee's Fortnightly Ordinary Time Earnings (OTE) for employees in the Public Sector Superannuation Accumulation Plan (PSSap) and employees in other accumulation superannuation funds.
- 13.5 Employer contributions will be made for all employees covered by this agreement.
- 13.6 Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

14. Salary Packaging

- 14.1 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.
- 14.2 The individual employee will meet any fringe benefit tax incurred because of their salary packaging arrangements through salary sacrificing.

15. Overpayments

- 15.1 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).
- 15.2 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.
- 15.3 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.
- 15.4 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.

15.5 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.

15.6 The agency and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.

15.7 Interest will not be charged on overpayments.

15.8 Nothing in clauses 15.1 – 15.7 prevents:

15.8.1 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*;

15.8.2 the agency from pursuing recovery of the debt through other available legal avenues; or

15.8.3 the employee or the agency from seeking approval to waive the debt under the *Public Governance, Performance and Accountability Act 2013*.

Section 3: Allowances and reimbursements

16. Higher duties allowance

16.1 Casual employees are not eligible for Higher Duties Allowance. However, where an employee is engaged at a higher classification for a particular shift, they will receive the remuneration for that classification.

17. Travel Allowance

17.1 The agency will pay employees a Travel Allowance for official travel. 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.

18. Workplace responsibility allowances

18.1 The agency will pay the Workplace Responsibility Allowance to an employee undertaking the designated Workplace Responsibility Roles of:

- First Aid Officer
- Emergency Warden
- Health and Safety Representative (HSR)
- Harassment Contact Officer (HCO)
- Mental Health First Aid Officer

18.2 The rate will be:

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

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

18.4 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.

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

18.6 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 First Aid Officers and Health and Safety Representatives depending on work group arrangements.

19. Community language allowance

19.1 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.

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

Table 1: Community language allowance rates

Rate	Standard	Rate from commencement of the agreement	Rate from 13 March 2025	Rate from 12 March 2026
1	An employee who has adequate language skills, as determined by an individual or body approved by the CEO, for simple communication.	\$1,435 per annum	\$1,490 per annum	\$1,541 per annum
2	An employee who is certified by the National Accreditation Authority for Translators and Interpreters (NAATI) as a Translator or Interpreter at any level; or is assessed to be at the equivalent level by an individual or body approved by the CEO.	\$2,870 per annum	\$2,979 per annum	\$3,080 per annum

19.3 The allowance is calculated annually and paid fortnightly.

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

19.5 The allowance is payable during periods of paid leave.

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

20. Equipment Allowance

20.1 Where Sport Integrity Australia requires a DCO to store Sport Integrity Australia equipment and samples in their home, Sport Integrity Australia will pay them an allowance of \$500 per year to cover the cost of storage and electricity. Sport Integrity Australia will pay this at the end of the calendar year in arrears and pro-rata based on the days employed as a DCO in the calendar year. When a DCO leaves employment at Sport Integrity Australia, the allowance will be paid pro-rata with final monies.

21. Mobile phone and it expenses (casual DCOs and casual education presenters only)

21.1 Sport Integrity Australia will supply DCOs and Education Presenters with a mobile phone or other device with internet capability necessary for the role, to be used for Sport Integrity Australia business only.

21.2 Where a DCO or Education Presenter requires access to the internet for Sport Integrity Australia business, they should use the mobile phone or other device provided, using the hotspot functionality of the supplied device(s).

Section 4: Classifications and Broadbands

22. Work Level Standards

22.1 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.

23. Broadbanding

23.1 Casual employees may be engaged at any of the Classifications in Attachment A – Base Salaries, from time to time. Further detail is provided in policy.

Section 5: Working hours and arrangements

24. Job security

- 24.1 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.
- 24.2 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 casual employees engaged by the agency.
- 24.3 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.

25. Working hours

- 25.1 The minimum shift time for which an employee will be paid is three hours.
- 25.2 The minimum shift time for which an employee will be paid on a public holiday is four hours.
- 25.3 An employee will carry out duties at such times on such days as the agency determines following the employee's acceptance of an offer of engagement. Employees have the right to decline an offer of engagement. This Agreement does not guarantee any on-going, continuing or further engagement of the employee.
- 25.4 Ordinary hours of work are within the span of hours 7am-7pm Monday to Friday (the standard bandwidth).
- 25.5 The bandwidth of hours in which a casual employee in an office role may work their ordinary hours are 7.00am to 7.00pm Monday to Friday. Employees will agree actual hours worked with management.
- 25.6 A casual employee in any role will not work more than:
 - 25.6.1 10 hours on any day, or
 - 25.6.2 5 consecutive hours without a meal break of at least 30 minutes.
- 25.7 An employee who is required to work in excess of 10 hours on any day will be eligible for overtime.
- 25.8 The period of engagement for a Doping Control Officer, Chaperone or Blood Collection Officer will commence upon leaving the employees place of residence and terminate upon arrival back at their place of residence.
- 25.9 It is expected that the most direct route will be taken to travel to and from a collection site.
 - 25.9.1 If the employee arrives late to a sample collection session, the agency may, at its discretion terminate that engagement period or reduce the period of engagement. If

the employee arrives earlier at the sample collection than the designated arrival time, the employee must record that time as a break.

25.10 If the agency requires the employee for a sample collection session later on the same day as an earlier engagement, the start time for the new engagement will be the time Sport Integrity Australia requires the employee to start at the new engagement. The agency will treat a period of 2 hours or less between work activities/period of engagements as paid time.

25.11 An employee will take a mandatory meal break during the period of 2 hours or less between work activities, if the total paid time will exceed 5 hours.

25.12 If an employee and their manager agree that it is reasonably foreseeable that a mission will go for longer than five hours and a meal break is taken, or if an employee is directed to take a meal break, if the mission does not then go for five hours or longer, the break will be treated as paid time.

25.12.1 The employee must take an unpaid break of at least 30 minutes where the period of engagement/s exceeds, or will exceed, 5 continuous hours work due to operational requirements. The timing and length of the break is to be determined between the employee and their Manager.

25.12.2 Where a Chaperone or a DCO is unable to take a break after five (5) continuous hours work due to operational requirements, the employee will be paid a meal allowance at the applicable rate set by the Australian Taxation Office as being the reasonable amount for meal expenses. A maximum of 1 meal allowance will be payable per day. The employee and management will determine when the employee may take a break, as consistent with the Fatigue Management Policy.

25.12.3 A period of engagement for a Casual Education Presenter will commence at the designated arrival time at the location of the presentation and terminate once the presentation has concluded and subsequent administration tasks are completed. If the employee arrives late to an education session, Sport Integrity Australia may, at its discretion, terminate that engagement period or reduce the period of engagement. If the employee arrives earlier than the time designated arrival time, the employee must record that time as a break.

25.12.4 A minimum payment of three ordinary time hours applies if a sample collection or education session is cancelled with less than 48 hours' notice, limited to one (1) payment per day.

25.12.5 No minimum period applies to administrative work non-continuous with other rostered duties for scheduling or completion of reports carried out by DCOs, Chaperones, Blood Collection Officers and Education Presenters. This payment will be at ordinary time based on actual time worked.

25.12.6 A DCO, Chaperone or Blood Collection Officer requiring greater than half an hour per mission, for the completion of administrative tasks will require pre-approval from their State Manager.

26. Overtime and restriction

26.1 Casual employees will be entitled to be paid overtime if they are engaged to work:

26.1.1 Monday to Friday, outside the span of ordinary hours

26.1.2 on a Saturday, Sunday or a public holiday

26.1.3 in excess of 37 ½ hours ordinary time in a week.

26.1.4 Casual Leave loading is not payable on overtime.

26.1.5 Where an employee works overtime, Sport Integrity Australia will pay the employee overtime rates as follows:

For Overtime worked on:	Overtime rate
Monday to Saturday (first three hours)	150%
Monday to Saturday (after three hours), Sunday—all day	200%
Public Holiday* or Additional Holiday—all day	250%

*Gazetted public holiday in the State or Territory that the employee is working in

Section 6: Leave

27. Long Service Leave

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

27.2 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.

28. Jury duty

28.1 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 leave.

28.2 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.

29. Compassionate leave

29.1 Employees will be eligible for 3 days unpaid compassionate leave on each occasion when:

29.1.1 a member of their family (including a member of their household) or someone they have a close personal with contracts, develops or sustains a life-threatening illness or injury; or

29.1.2 the employee or their partner has a miscarriage.

29.2 An employee may be asked to provide evidence to support their absences on compassionate leave.

29.3 Compassionate leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

30. Bereavement leave

30.1 Employees will be eligible for 3 days unpaid bereavement leave on each occasion when:

30.1.1 a member of their family (including a member of their household) or someone they had a close personal with dies; or

30.1.2 a child is stillborn, where the child was a member of their family (including a member of their household).

30.2 An employee may be asked to provide evidence to support their absences on bereavement leave.

30.3 Bereavement leave for an occasion may be taken as 3 consecutive days or in separate periods totalling 3 days. This can include part days.

31. Defence Reservist Leave

31.1 Casual employees will be released in accordance with the *Defence Reserve Service (Protection) Act 2001*.

32. Personal Leave

32.1 A casual employee may be absent without pay when not fit for work due to personal illness or injury.

32.2 A casual employee may access 2 days unpaid carer's leave per occasion, consistent with the NES.

33. Emergency Services Leave

33.1 A casual employee has access to Emergency Services Leave, consistent with the NES.

34. Leave to attend proceedings

34.1 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..

34.2 An employee who is not covered under clause 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 Head.

34.3 An employee may otherwise be granted unpaid miscellaneous leave by the CEO if required to give evidence to a Court, Tribunal or Royal Commission for any other reason not related to their employment with the agency.

34.4 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.

35. Miscellaneous and other leave

35.1 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 or the National Employment Standards, for a purpose the CEO considers to be in the interest of the Agency and having regard to operational requirements.

35.2 Casual employees may be provided with paid miscellaneous leave for the purposes of family and domestic violence support or otherwise by Government directive.

35.3 Where an employee is unable to accept work shifts due to personal illness, carer's responsibilities, or any other reason they should discuss their circumstances with their State Manager who will postpone offering work until the employee is able to accept it.

35.4 Family and domestic violence support, 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:

35.4.1 illness or injury affecting the employee resulting from family and domestic violence;

35.4.2 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;

35.4.3 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;

35.4.4 making arrangements for the employee's safety, or the safety of a close relative;

35.4.5 accessing alternative accommodation;

35.4.6 accessing police services;

35.4.7 attending court hearings;

35.4.8 attending counselling; and

35.4.9 attending appointments with medical, financial or legal professionals.

35.5 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.

35.6 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.

Section 7: Employee support and workplace culture

36. Vaccinations

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

36.2 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.

37. Employee Assistance Program

37.1 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.

38. Safe workplaces

38.1 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.

39. Respect at work

39.1 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.

39.2 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.

39.3 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.

40. Family and domestic violence support

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

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

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

- 40.4 Paid leave for employees under this clause is paid at their full pay rate for the hours they were previously rostered to work in the period they took leave.
- 40.5 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.
- 40.6 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.
- 40.7 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.
- 40.8 Where the agency needs to disclose confidential information for purposes identified in clause 40.7 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.
- 40.9 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.
- 40.10 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.
- 40.11 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.
- 40.12 Further information about leave and other support available to employees affected by family and domestic violence may be found in policy.

41. Integrity in the APS

- 41.1 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.
- 41.2 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.
- 41.3 Employees can, during their ordinary work hours, take time to:

41.3.1 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

41.3.2 attend agency mandated training about integrity.

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

42. Lactation and breastfeeding support

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

42.2 The agency will provide access to appropriate facilities for office based employees, for the purpose of breastfeeding or expressing milk, subject to clause 42.3. In considering whether a space is appropriate, an agency should consider whether:

42.2.1 there is access to refrigeration;

42.2.2 the space is lockable; and

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

42.3 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.

42.4 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.

42.5 The manager and employee will discuss any flexible working arrangements that may be needed to support lactation. This may include consideration of arrangements such as 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.

Section 8: Performance and development

43. Training and Accreditation

- 43.1 The agency will require employees to undertake training from time to time to obtain or maintain accreditation required for the performance of their duties. This training may include on-line training, or attendance at a training course or session. Sport Integrity Australia will pay the employee for this time at ordinary time payment rates for actual hours worked for casual classifications.
- 43.2 When training is conducted locally work time commences upon the designated arrival time at the training venue, or when on-line training begins.
- 43.3 Where training is conducted as part of a mission, pay will be at the normal rate for that mission.
- 43.4 All employees are required to hold a 'Working with Vulnerable People Certificate' (or equivalent in the state or territory in which they reside). Reimbursement will be provided when a receipt and Working with Vulnerable People Certificate (or equivalent) is provided.
- 43.5 The agency will not engage employees who have not undertaken the required training and accreditation to perform duties at the Accredited level.

44. Performance management

- 44.1 Performance management is applicable to all casual employees. Further detail is in the Accreditation Framework.
- 44.2 Where the agency identifies underperformance, we will work with the affected employee and their manager to attain the standards required.
- 44.3 Where management makes an assessment that an employee's performance is unsatisfactory, they must notify the employee as soon as possible, at which point, the employee is formally being performance managed.
- 44.4 The agency will not take any action as a result of underperformance until the employee has been advised in writing of the proposed action and has had a reasonable opportunity to respond.
- 44.5 The employee may be supported by a person of their choice during the process and for any meeting relevant to the process.

Section 9: Travel and location-based conditions

45. Domestic and International Travel

- 45.1 The agency will pay for travel arrangements, including travel allowance, at rates outlined in the Travel Policy. Travel allowances cover costs associated with meals and incidentals. In most cases, the agency will book and pay for accommodation in advance.
- 45.2 Where a casual employee is entitled to travel allowance, clauses 45.3 to 45.5 apply.
- 45.3 In the event the agency requires an employee to undertake air travel outside the standard bandwidth, the CEO will approve reasonable time at ordinary time rates and not at overtime rates for such travel as the agency deems necessary. Travel time begins one hour prior to flight departure and ceases one hour after flight arrival.
- 45.4 Where management has given an employee prior approval to travel by motor vehicle or other form of transport instead of air travel, travel time will be the equivalent time had the employee travelled by flight.
- 45.5 When an employee is travelling domestically on any day, for the purposes of training, attending a meeting or conference, or other activity not associated with a sample collection or presenting an education session to clients, all hours worked at the destination will be ordinary time rate. Where Sport Integrity Australia requires the casual employee to use their own vehicle to attend a sample collection, Sport Integrity Australia will pay chaperones for all kilometres travelled in excess of a 40-kilometre round trip. Sport Integrity Australia will pay DCO's and BCO's for all kilometres travelled.
- The rate for reimbursement for kilometres travelled will reflect the current rate per the Australian Taxation Office.
- 45.6 No payment or reimbursement is provided for parking fines or other driving infringements.
- 45.7 All costs incurred for tolls and parking will be reimbursed by the agency on the provision of satisfactory evidence.
- 45.8 When an employee is travelling overseas for any official purpose, including a sample collection or education session, all hours worked at the destination will be paid at ordinary time rate, unless otherwise agreed between the parties.

46. Reimbursement for Loss or Damage

- 46.1 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.
- 46.2 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) taken by Sport Integrity Australia to alleviate these costs.
- 46.3 Management may approve additional out of pocket expenses, in accordance with financial delegation requirements, such as

- reimbursement of all calls on related activities, except where Sport Integrity Australia supplies the mobile phone and only where there is an actual additional cost for the call
- petrol for hire cars, where refuelling is required during or at the end of a journey
- special equipment, when purchase is pre-approved, including hire fees for snow chains, special clothing or other requirements.

46.4 If all expenses are evidenced by appropriate receipts, the CEO will approve unless they determine any of the expenses are unreasonable.

Section 10: Consultation, representation and dispute resolution

47. Consultation

47.1 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.

47.2 The agency recognises:

47.2.1 the importance of inclusive and respectful consultative arrangements;

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

47.2.3 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;

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

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

47.3 Genuine and effective consultation involves:

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

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

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

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

47.4 Consultation is required in relation to:

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

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

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

47.4.4 implementation of decisions that significantly affect employees;

47.4.5 changes to employees' regular roster or ordinary hours of work (subject to any other relevant provisions in this agreement); and

47.4.6 other workplace matters that are likely to significantly or materially impact employees.

47.5 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.

47.6 This clause applies if the agency:

47.6.1 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

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

47.7 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.

47.8 The agency must recognise the representative if:

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

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

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

47.9.1 the termination of the employment of employees; or

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

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

47.9.4 the alteration of hours of work; or

47.9.5 the need to retrain employees; or

47.9.6 the need to relocate employees to another workplace; or

- 47.9.7 the restructuring of jobs.
- 47.10 The following additional consultation requirements in clause 47.15 to 47.22 apply to a proposal to introduce a major change referred to in clause 47.8.
- 47.11 Consultation with employees and the relevant union(s) and/or recognised representatives will occur prior to a decision being made, subject to clause 47.9
- 47.12 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.
- 47.13 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.
- 47.14 As soon as practicable after proposing the change, or notifying of the change in circumstances described at clause 47.8 the agency must:
 - 47.15 discuss with affected employees and relevant union(s) and/or other recognised representatives:
 - 47.15.1 the proposed change:
 - 47.15.2 the effect the proposed change is likely to have on the employees; and
 - 47.15.3 proposed measures to avert or mitigate the adverse effect of the proposed change on the employees; and
 - 47.16 for the purposes of the discussion – provide, in writing, to employees and the relevant union(s) and/or other recognised representatives:
 - 47.16.1 all relevant information about the proposed change, including the nature of the change proposed; and
 - 47.16.2 information about the expected effects of the proposed change on the employees; and
 - 47.16.3 any other matters likely to affect the employees.
- 47.17 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.
- 47.18 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.
- 47.19 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 clauses 47.3 to 47.9, are taken not to apply.
- 47.20 The following additional consultation requirements in clause 47.17 to 47.20 apply to a proposal to introduce a change referred to in clause 47.10.
- 47.21 The agency must notify affected employees and the relevant union(s) and/or other recognised representatives of the proposed change.
- 47.22 As soon as practicable after proposing to introduce the change, the agency must:
 - 47.22.1 discuss with employees and the relevant union(s) and/or other recognised representatives:

47.22.2 the proposed introduction of the change; and

47.23 for the purposes of the discussion – provide to the employees and relevant union(s) and/or other recognised representatives:

47.23.1 all relevant information about the proposed change, including the nature of the proposed change; and

47.23.2 information about what the employer reasonably believes will be the effects of the proposed change on the employees; and

47.23.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and

47.24 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.

47.25 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.

47.26 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.

48. **Agency consultative committee**

48.1 The CEO may establish an agency consultative committee to discuss relevant workplace matters.

48.2 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.

49. **APS consultative committee**

49.1 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.

50. **Dispute resolution**

50.1 If a dispute relates to:

50.1.1 a matter arising under the agreement; or

50.1.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

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

- 50.3 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.
- 50.4 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.
- 50.5 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 50.2 to 50.4 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 50.6 The Fair Work Commission may deal with the dispute in 2 stages:
- 50.6.1 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
 - 50.6.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 50.6.3 arbitrate the dispute; and
 - 50.6.4 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.

- 50.7 While the parties are attempting to resolve the dispute using the procedures in this term:
- 50.7.1 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
 - 50.7.2 subject to clause 50.7.1, 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:
 - 50.7.3 the work is not safe; or
 - 50.7.4 applicable work health and safety legislation would not permit the work to be performed; or
 - 50.7.5 the work is not appropriate for the employee to perform; or
 - 50.7.6 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 50.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- 50.9 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.

50.10 Where the provisions of clauses 50.6 to 50.9 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 50.3 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 50.6.

51. Delegates' rights

51.1 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.

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

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

Supporting the role of union delegates

51.4 The agency respects the role of union delegates to:

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

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

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

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

51.5 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.

51.6 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.

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

51.7.1 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;

51.7.2 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;

51.7.3 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;

51.7.4 provide access to new employees as part of induction; and

51.7.5 provide reasonable access to union delegates to attend appropriate paid time training in workplace relations matters, during normal working hours.

51.8 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.

52. Employee representational rights

52.1 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.

52.2 An employee representative can be any person the employee is comfortable with representing their interests.

52.3 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.

52.4 Employees will not be disadvantaged or discriminated against because they choose to, or not to, be represented.

52.5 An employee will supply prior notice to all parties to a discussion where the employee chooses to be represented.

52.6 An employee is expected to be present at discussions where they choose to be represented.

Section 11: Separation and retention

53. Separation

53.1 The cost of returning items provided to employees will be borne by the agency in the instance that an employee is separating from the agency

54. Payment on death of an employee

54.1 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.

Attachment A – Base salary and Wage Rates

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%)
APS 1	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
APS 2	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
APS 3	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
APS 4	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
APS 5	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

APS 6	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
EL 1	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
EL 2	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

Hourly rates as at 31 August 2023					
	Base hourly rate	Hourly rate with 25% Casual loading	1.5x Overtime rate	2x Overtime rate	2.5x Overtime rate
APS 1.1 – Unaccredited Chaperone	\$25.64	\$32.05	\$38.46	\$51.28	\$64.10
APS 1.2 – Accredited Chaperone	\$25.96	\$32.46	\$38.95	\$51.93	\$ 64.91
APS 2.4 – Blood Collection Officer	\$32.30	\$40.38	\$48.46	\$64.61	\$80.76
APS 3.1 – Unaccredited DCO	\$33.37	\$41.71	\$50.05	\$66.74	\$83.42
APS 3.5 – Accredited DCO and EDU Presenters	\$38.02	\$47.52	\$57.03	\$76.04	\$95.05

Hourly rates from the commencement of the Agreement (4%)					
	Base hourly rate	Hourly rate with 25% Casual loading	1.5x Overtime rate	2x Overtime rate	2.5x Overtime rate
APS 1.1 – Unaccredited Chaperone	\$26.67	\$33.33	\$40.00	\$53.33	\$66.66
APS 1.2 – Accredited Chaperone	\$27.00	\$33.75	\$40.51	\$54.01	\$67.51
APS 2.4 – Blood Collection Officer	\$33.60	\$41.99	\$50.39	\$67.19	\$83.99
APS 3.1 – Unaccredited DCO	\$34.70	\$43.38	\$52.06	\$69.41	\$86.76
APS 3.5 – Accredited DCO and unaccredited Education presenters	\$39.54	\$49.42	\$59.31	\$79.08	\$98.85
APS 4.1 – Accredited Education Presenters	\$41.12	\$51.40	\$61.69	\$82.25	\$102.81

Hourly rates effective from 13 March 2025 (3.8%)					
	Base hourly rate	Hourly rate with 25% Casual loading	1.5x Overtime rate	2x Overtime rate	2.5x Overtime rate
APS 1.1 – Unaccredited Chaperone	\$27.87	\$34.83	\$41.80	\$55.74	\$69.67
APS 1.2 – Accredited Chaperone	\$28.03	\$35.04	\$42.04	\$56.06	\$70.07
APS 2.4 – Blood Collection Officer	\$34.87	\$43.59	\$52.31	\$69.74	\$87.18
APS 3.1 – Unaccredited DCO	\$36.02	\$45.03	\$54.04	\$72.05	\$90.06
APS 3.5 – Accredited DCO and unaccredited Education presenters	\$41.04	\$51.30	\$61.56	\$82.08	\$102.60
APS4.1 – Education Presenters	\$42.69	\$53.36	\$64.03	\$85.37	\$106.72

Hourly rates effective from 12 March 2026 (3.4%)					
	Base hourly rate	Hourly rate with 25% Casual loading	1.5x Overtime rate	2x Overtime rate	2.5x Overtime rate
APS 1.1 - Unaccredited Chaperone	\$29.39	\$36.74	\$44.09	\$58.78	\$73.48
APS 1.2 - Accredited Chaperone	\$30.24	\$37.80	\$45.36	\$60.48	\$75.60
APS 2.4 - Blood Collection Officer	\$36.06	\$45.07	\$54.09	\$72.12	\$90.15
APS 3.1 - Unaccredited DCO	\$37.25	\$46.56	\$55.87	\$74.50	\$93.12
APS 3.5 - Accredited DCO and Unaccredited EDU Presenters	\$42.44	\$53.05	\$63.66	\$84.87	\$106.09
APS4.1 - Accredited Education Presenters	\$44.14	\$55.17	\$66.21	\$88.28	\$110.34

Accredited Education Presenters – Education session rates		
From commencement of this agreement (14 March 2024)	Effective from 13 March 2025 – 3.8%	Effective from 12 March 2026 – 3.4%
\$250	\$259.5	\$268.32

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

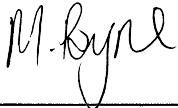
Full name: David Sharpe APM OAM

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