



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Reinsurance Pool Corporation T/A Australian Reinsurance Pool Corporation
(AG2022/5409)

AUSTRALIAN REINSURANCE POOL CORPORATION ENTERPRISE AGREEMENT 2023-2024

Banking finance and insurance industry

COMMISSIONER WILSON

MELBOURNE, 19 JANUARY 2023

Application for approval of the Australian Reinsurance Pool Corporation Enterprise Agreement 2023-2024

[1] An application has been made for approval of an enterprise agreement known as the *Australian Reinsurance Pool Corporation Enterprise Agreement 2023-2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Reinsurance Pool Corporation T/A Australian Reinsurance Pool Corporation. 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] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 January 2023. The nominal expiry date of the Agreement is 26 January 2024.



COMMISSIONER

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**Australian Reinsurance Pool
Corporation**

**Enterprise Agreement
2023-2024**

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PART A - TECHNICAL MATTERS

1. TITLE

- 1.1. This Agreement is the Australian Reinsurance Pool Corporation Enterprise Agreement 2023-2024.

2. INTERPRETATION

- 2.1. Abbreviations used throughout this Agreement are set out in Part I of this Agreement.

3. COVERAGE

- 3.1. This Agreement is made under s 172 of the FW Act. In accordance with s 53 of that Act, this Agreement covers:
- a) ARPC;
 - b) all employees engaged in ARPC other than senior executive (SES equivalents).

4. DURATION

- 4.1. This Agreement will commence the later of (1) seven days after the date of approval by the Fair Work Commission or (2) the date following the nominal expiry of the Enterprise Agreement 2019-2022, and the nominal expiry date is 1 year from the commencement date.

5. EFFECT OF AGREEMENT

- 5.1. This Agreement is a comprehensive Agreement and to avoid doubt, applies to exclusion of any modern award or award that may apply to an employee.
- 5.2. This Agreement will be read and interpreted in conjunction with the NES. Where there is inconsistency between this Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

6. VARIATIONS TO AGREEMENT

- 6.1. This Agreement may only be varied in accordance with the FW Act.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1. ARPC and an employee may agree to make an Individual Flexibility Arrangement to vary the effect of certain terms of this Agreement, where the arrangement meets the genuine needs of, and is agreed by, both ARPC and the employee. An Individual Flexibility Arrangement must comply with the flexibility term set out in **Attachment B**.

8. DELEGATION

- 8.1. The CEO may delegate to a person, any of his/her powers or functions under this Agreement, except this power of delegation, and may do so subject to conditions.

9. PROBATION

- 9.1. New employees will be subject to a probation period of 6 months, starting from the commencement of their employment in ARPC. Ongoing employment with ARPC is also conditional upon successfully obtaining at least a Baseline security clearance. The probation period allows ARPC to evaluate the employee's performance against the

requirements of the position, and for the employee to assess their satisfaction with the position.

- 9.2. During the probation period, ARPC or the employee may terminate the employee's employment by the giving of two weeks' notice (or payment in lieu) for any reason including failure to obtain a security clearance, except on the grounds of serious misconduct. In cases of serious misconduct, the employee's employment may be terminated without notice.

PART B – WORKING HOURS

10. ORDINARY HOURS OF WORK

- 10.1. A full-time employee's ordinary hours of work are 38 hours per week plus reasonable additional hours required to perform the employee's duties.
- 10.2. For administrative purposes, full-time ordinary hours of work are considered to be worked on Monday to Friday during ARPC's usual office hours of 8.30am to 6pm. An employee may attend work outside of the usual office hours with the approval of the CEO.

11. PART TIME EMPLOYEES

- 11.1. A part-time employee is an employee whose ordinary hours of work are less than 38 hours per week.
- 11.2. The pattern of hours for a part-time work agreement will provide for no less than three hours per day (or an alternative period agreed by the senior executive (SES equivalent) and the employee) and will be continuous on any one day.
- 11.3. A full-time employee may request, in writing, to convert to part-time hours of work indefinitely or for a certain period. Such a request will not be unreasonably refused by the CEO taking into account the operational needs of ARPC and the employee's individual circumstances.
- 11.4. For part-time employees, ordinary hours are the employee's hours of work each week as set out in their contract of employment or notice of engagement. If ARPC agrees to an employee converting to part-time employment, the ordinary hours of work will be those agreed in writing by the CEO and the employee.
- 11.5. For part-time employees, remuneration (except allowances and reimbursements of an expense nature) will be calculated on a pro rata basis.
- 11.6. For part-time employees, leave will be provided in accordance with relevant legislation and this Agreement and payment of salary in respect of leave taken will be reflective of the ordinary part-time hours worked except during long service leave where salary will be calculated in accordance with the LSL Act.

12. ADDITIONAL HOURS OF WORK

- 12.1. An employee, including a part-time employee, may be required to work reasonable additional hours.

13. AVERAGING OF HOURS

- 13.1. ARPC and an employee may agree in writing to an averaging arrangement under which hours of work over a specified period of not more than 26 weeks are averaged. The

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average weekly hours over the specified period must not exceed:

- (a) for a full-time employee--38 hours; or
- (b) for an employee who is not a full-time employee--the lesser of:
 - (i) 38 hours; and
 - (ii) employee's ordinary hours of work in a week.

14. FLEXIBLE WORKING ARRANGEMENTS

- 14.1. An eligible employee is entitled to request flexible working arrangements in accordance with Division 4 of Part 2-2 of the FW Act.

15. MEAL BREAKS

- 15.1. An employee is entitled to a 1-hour unpaid lunch break for each working day.
- 15.2. An employee must take a minimum unpaid meal break of 30 minutes after working continuously for a 5-hour period, except where the employee's total hours for that day would be 6 hours or less.

16. CHRISTMAS SHUTDOWN

- 16.1. Employees are entitled to paid leave for the working days between Christmas and New Year's Day, which counts as service for all purposes.
- 16.2. If an employee is required to work during this period, the employee will be provided with:
 - a) an equivalent period of time off in lieu to be taken at a time agreed between the employee and the CEO; or
 - b) an equivalent amount of paid annual leave.
- 16.3. The CEO may, at his or her discretion, decide that employees are entitled to paid leave for additional days during the Christmas/ New Year period.

17. PUBLIC HOLIDAYS

- 17.1. An employee will observe the following public holidays each year:
 - a) New Year's Day;
 - b) Australia Day;
 - c) Good Friday;
 - d) Easter Monday;
 - e) ANZAC Day (when it falls on a working day);
 - f) the relevant King's Birthday Holiday;
 - g) Labour Day;
 - h) Christmas Day;

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- i) Boxing Day.

17.2. However, where:

- a) New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday will be observed by employees as the public holiday;
- b) Christmas Day falls on a Saturday or Sunday, 27 December will be observed by employees as the public holiday;
- c) Boxing Day falls on a Saturday or Sunday, 28 December will be observed by employees as the public holiday; and

17.3. Employees will also observe the additional public holidays under Division 10 of Part 2-2 of the FW Act. Under the FW Act, an employee is entitled to the public holidays declared or prescribed by a law of a state or territory to be observed as public holidays either generally in that state or territory or in particular regions (i.e. local public holidays) in the place where the employee is based for work purposes.

17.4. An employee will be paid salary for public holidays as if that day were not a public holiday, unless the employee would not have ordinarily worked on that public holiday.

17.5. Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's 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 at half pay, payment is at half pay).

17.6. Where the CEO and the employee agree, a cultural or religious day of significance to the employee may be substituted for any public holiday.

PART C – REMUNERATION

18. PAYMENT OF SALARY

- 18.1. Employees will be paid fortnightly in arrears and the fortnightly rate of pay will be calculated using the following formula:

$$\text{Fortnightly pay} = \frac{\text{annual salary} \times 12}{313}$$

- 18.2. Employees will have their fortnightly salary paid by electronic funds transfer into a financial institution account of their choice.

19. RATE OF SALARY

- 19.1. Annual base rates of pay for each classification are set out in Attachment A – Rates of pay.

20. SALARY INCREASES

- 20.1. In this clause: “Commencement Date” means the date the Agreement commences operation. Eligible ARPC employees’ base salary will be:
- a) Increased by 7.5% uplift in respect of the bonus roll-in, with effect on commencement of this agreement to count as salary for all purposes; and
 - b) Increased by 3% with effect from the commencement date of this Agreement (with the increased applied after the bonus roll-in increase).
- 20.2. Employees will receive the salary increases subject to their performance appraisal resulting in an overall rating which is satisfactory or better.
- 20.3. An employee will move to the next pay point in the employee’s classification band on 1 July of each year of operation of this Agreement, subject to their performance appraisal resulting in an overall rating which is satisfactory or better.
- 20.4. Advancement through a broadband will only occur where:
- c) An employee’s performance is at least, satisfactory; and
 - d) There is sufficient work available at the higher classification level; and
 - e) The employee has the necessary skills and proficiencies to perform that work.
- 20.5. An employee who is still in their probationary period on 1 July will move to the next pay point in their classification band on 1 July the following year.
- 20.6. Movements between bands will be determined by the CEO and will be as a result of a promotion or the employee’s position being significantly upgraded.

21. CASUAL EMPLOYEES

- 21.1. Casual employees will be paid a 20% loading (calculated on the employee's base rate of pay) in lieu of public holidays and all paid leave entitlements (except paid long service).

22. SALARY ON COMMENCEMENT OR PROMOTION

- 22.1. Where an employee commences employment in ARPC or is promoted within ARPC, the

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employee's salary will be determined by the point in the salary range applicable to the classification of the job, as determined by the CEO, having regard to the experience, qualifications and skills of the employee.

23. SALARY ON REDUCTION

- 23.1. Where an employee permanently moves to a lower classification in ARPC, (for reasons other than misconduct or under-performance), the CEO will determine the relevant salary point for the employee.

24. BONUS PAYMENT

- 24.1. An employee may be paid a performance bonus in respect of the performance cycle ending April 2022 in recognition of that employee's outstanding performance or contribution during the preceding 12 months as assessed during the annual performance appraisal for that period. Any such performance bonus will be at the discretion of the CEO and will not exceed 10% of the employee's salary. This provision represents a final bonus payment occurring in Year 1 of this Agreement only.

25. SUPERANNUATION

- 25.1. ARPC will contribute an amount equal to 15.4% of an employee's ordinary time earnings as defined in the Superannuation Guarantee (Administration) Act 1992 to the employee's nominated superannuation fund. Where an employee makes no election of a fund, and no stapled fund exists, AustralianSuper will apply as the default fund.

26. ADDITIONAL SUPERANNUATION CONTRIBUTIONS

- 26.1. In addition to the mandatory contributions that ARPC must pay to an employee's nominated superannuation fund, the employee may enter into salary sacrifice arrangements to make additional, voluntary, superannuation contributions. Salary sacrificing arrangements entered into under this clause must be in respect of future salary.
- 26.2. An employee must meet any additional costs incurred by ARPC as a result of the employee entering into salary sacrifice arrangements.

27. PAYMENT ON DEATH

- 27.1. Where an employee dies, payment of 4 weeks' salary and the amount to which the employee would have been entitled on termination of employment will be made to the employee's legal representative or executor of their will.

28. DEDUCTIONS OF OVERPAYMENTS

- 28.1. Where an employee is overpaid an amount of salary or other remuneration, the employee authorises ARPC in writing to deduct the amount of the overpayment from the next salary instalment or from payments made on termination of employment. If the deduction would exceed 20% of the salary instalment, the ARPC will agree in writing on deductions by instalment with the employee.

29. SALARY PACKAGING

- 29.1. All ongoing ARPC employees will have access to flexible remuneration packaging, in line with Government policies and ARPC's policy as amended from time to time.

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PART D – ALLOWANCES & REIMBURSEMENTS

30. TEMPORARY REASSIGNMENT OF DUTIES AT A HIGHER LEVEL

- 30.1. Where an employee acts in a role at a higher classification or takes on additional responsibilities, the CEO may authorise a payment for higher duties for the period.

31. TRAVEL ALLOWANCE

- 31.1. An employee who undertakes travel on official business is entitled to travel allowance in accordance with the rates set by the Treasury in accordance with Australian Tax Office determination. Further information is available in ARPC'S Travel Procedure.

32. MOTOR VEHICLE ALLOWANCE

- 32.1. The CEO or their immediate manager may authorise an employee to use a private motor vehicle or a motor vehicle hired by the employee for official purposes.
- 32.2. If an employee is authorised to use a private motor vehicle, the employee is entitled to payment of an allowance at the rate set. Please refer to ARPC's Travel Policy.
- 32.3. If an employee is authorised to use a motor vehicle hired by the employee for official purposes, the employee will be entitled to payment for reasonable costs related to the hiring of that vehicle.

33. LIFESTYLE PAYMENT

- 33.1. All ongoing ARPC employees are entitled to a single payment of \$600.00 each year (a Lifestyle Payment) to contribute towards maintaining a healthy lifestyle, e.g., for gym membership.

34. FIVE YEARS' SERVICE REWARD

- 34.1. Where an employee completes 5 years' continuous service in ARPC, the employee may choose a personal gift to the value of \$500.00 (which will be provided as reimbursement) in thanks for of their contribution and commitment to ARPC.

35. 10 YEARS' SERVICE REWARD

- 35.1. Where an employee completes 10 years' continuous service in ARPC, the employee may choose a personal gift to the value of \$1000.00 (which will be provided as reimbursement) in thanks for their contribution and commitment to ARPC.

36. FAMILY RESPONSIBILITIES

- 36.1. In recognition that employees may be required to respond to an unexpected workplace demand, managers may approve reimbursement of reasonable expenses arising from additional family care arrangements made necessary where an employee is required to travel away from their normal work location for business purposes or is directed to work outside their ordinary hours of work. Wherever possible, employees should alert their manager when this situation might arise.

37. BUSINESS EXPENSES

- 37.1. The CEO may approve payment to an employee for business expenses incurred by the employee in the course of their employment.

PART E- LEAVE

38. APPROVED ABSENCES

- 38.1. An employee must inform their immediate manager of their intended absence by 10am of the relevant day or as soon as practicable thereafter.
- 38.2. Annual leave and long service leave require approval, subject to ARPC's operational requirements.
- 38.3. An employee must give notice (as reasonably practicable) of the taking of contingent leave such as personal and carer's leave, defence reserve leave, compassionate leave and parental leave as soon as practicable, including notice of the duration, or expected duration, of the leave.

39. UNAPPROVED ABSENCES

- 39.1. Where an employee is absent from duty without approval, the employee will not be entitled to any remuneration provided under this Agreement until they resume duty or are granted leave for the period. Unapproved absences do not count as service for any purpose.

40. ANNUAL LEAVE

- 40.1. Employees (excluding casual employees) will accrue progressively four weeks annual leave for each year of service. Part-time employees will accrue a pro-rata amount of annual leave based on their ordinary hours of work.
- 40.2. Annual leave accumulates.
- 40.3. Employees may access their annual leave as it accrues. Granting of annual leave will be subject to the agreement of the CEO or their immediate manager but leave will not be unreasonably refused.
- 40.4. ARPC encourages a work/life balance and expects its employees to take annual leave regularly. To this end, employees are expected to take a minimum of 10 days annual leave each year and will be encouraged by ARPC to do so.
- 40.5. Directed annual leave
 - a) Where an employee has accrued more than 40 days of annual leave, the employee may be directed to take up to one quarter (10 days) of annual leave, at a time determined by ARPC.
- 40.6. Cashing out of annual leave
 - a) There is no limit to the amount of annual leave that an employee may cash out provided that the employee's remaining accrued entitlement to annual leave is not less than 4 weeks. Each cashing out of a particular amount of annual leave must be by a separate agreement in writing with the CEO. The employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has cashed out.
- 40.7. Purchased leave
 - a) An employee may elect to purchase up to four weeks annual leave each year. Payment for purchased leave is by way of deductions from fortnightly salary in equal instalments over the course of a year or lesser period as

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agreed between the CEO and the employee. Purchased leave will count as service for all purposes.

- 40.8. Payment on termination of employment or in the event of death
- a) Unused, accrued annual leave will be paid out to an employee on termination of employment.
 - b) If an employee dies, payment for unused accrued annual leave will be made to the employee's legal personal representative or executor of the employee's will.

41. PERSONAL/CARER'S LEAVE

- 41.1. Full time employees are entitled to 15 days of paid personal/carer's leave per year of service (other than periods of employment as a casual employee). Part-time employees are entitled to a pro-rata amount of paid personal/carer's leave based on their ordinary hours of work. Casual employees are not entitled to paid personal carer's leave.
- 41.2. All employees will accrue annual personal/carer's leave credits in advance. The annual accrual date will be deferred by periods of leave not to count as service of more than 30 days in aggregate over the previous year.
- 41.3. Paid personal/carer's leave accumulates.
- 41.4. Personal/carer's leave can be taken:
- a) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - b) To provide care or support to member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - A personal illness, or personal injury affecting the member;
 - An unexpected emergency affecting the member.
- 41.5. The nominated medical practitioner may give ARPC a report of the examination.
- 41.6. Unpaid carer's leave
- a) If an employee (including a casual employee) has exhausted their entitlement to paid personal/carer's leave, the employee may take up to 2 days' unpaid carer's leave each time a member of the employee's immediate family or household requires care or support because of a personal illness or injury of the member, or an unexpected emergency affecting the member.
 - b) In all cases, when unpaid carer's leave is taken, the employee will provide a medical certificate, or if that is not reasonably practicable, a statutory declaration.
 - c) The CEO may approve additional anticipated leave in exceptional circumstances and where current personal/carer's leave credit has been exhausted. Any additional leave is to be offset by future leave accruals.
- 41.7. Evidence
- a) Unless the employee's manager informs the employee that evidence is not required, an employee will provide a medical certificate, or if that is not reasonably practicable, a statutory declaration, in respect of any period of leave taken under this clause:
 - of 3 or more consecutive working days;

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- for any absence in a 12-month period where the employee has previously taken a total of 6 days paid personal/carer's leave; or
- in any case, where the immediate manager or CEO consider that evidence is reasonably required.

41.8. Payment on termination of employment

- a) Personal/carer's leave entitlements are not paid out when an employee's employment ends for any reason.
- b) All personal/carer's leave entitlements will be recorded and deducted in hours and minutes and will accrue on a full-pay basis.

41.9. ARPC may direct an employee to undergo an examination by a nominated medical practitioner to assess the employee's fitness for duty and give ARPC a report of the examination if ARPC believes that the state of health of the employee:

- a) may be affecting the employee's work performance;
- b) has caused, or may cause, the employee to have an extended absence from work; or
- c) may be a danger to the employee; or
- d) has caused, or may cause, the employee to be a danger to other employees or members of the public; or
- e) may be affecting the employee's standard of conduct; or
- f) the employee is to be assigned new duties and ARPC believes the employee's state of health may affect the employee's ability to undertake the duties; or
- g) the employee is to travel overseas as part of the employee's employment.

42. COMPASSIONATE LEAVE

42.1. An employee, excluding a casual employee, will be granted 3 days of paid compassionate leave each time:

- a) a member of the employee's immediate family or a member of the employee's household:
 - (I) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (II) sustains a personal injury that poses a serious threat to his or her life; or
 - (III) dies; or
- b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- c) the employee, or the employee's current spouse or current de facto partner, has a miscarriage that does not result in a stillborn child.

42.2. The manager of an employee excluding a casual employee may grant up to 3 days of additional paid compassionate leave on each occasion of the death of a member of an

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employee's immediate family, where the employee has responsibilities including funeral arrangements, executor duties or administrative estate duties.

- 42.3. Paid compassionate leave will count as service for all purposes.
- 42.4. A casual employee will be granted 2 days of unpaid compassionate leave each time.
- 42.5. Evidence
 - a) Unless the employee's manager informs the employee that evidence is not required, an employee will provide evidence about the reason for compassionate leave (for example, a death or funeral notice), or if that is not reasonably practicable, a statutory declaration, in respect of any period of leave taken under this clause.

43. LONG SERVICE LEAVE

- 43.1. Employees are entitled to long service leave in accordance with the LSL Act.
- 43.2. Leave will only be granted for periods of at least seven calendar days at full pay or 14 calendar days at half pay per occasion. Long Service Leave cannot be broken with other periods of leave, except as otherwise provided by legislation.

44. PARENTAL LEAVE

- 44.1. An employee with at least 12 months continuous service is entitled to 16 weeks paid maternity leave on the birth of a child.
- 44.2. An employee may take the 16-week period at half pay but leave taken beyond the 16-week period will not count as service.
- 44.3. If an employee has at least 12 months continuous service in ARPC the employee is entitled to 10 days paid leave at or close to the time their spouse or partner gives birth to a child. For the avoidance of doubt, an employee is entitled either to maternity leave under sub-clause 44.1, or to leave under this clause, but is not entitled to both forms of leave in respect of the same birth.
- 44.4. Employees are entitled to unpaid parental leave under the NES.
- 44.5. In addition, employees with at least 12 months continuous service are entitled to 16 weeks paid adoption leave if the employee is the primary care giver of an adopted child. The leave may be taken from one week prior to the placement of the child and must commence no later than 8 weeks after the placement. Paid adoption leave may be taken at half pay but the period beyond 16 weeks does not count for service.

45. FOSTER CARE LEAVE

- 45.1. If an ongoing employee has 12 months of service in ARPC and has enduring parental responsibilities under formal fostering arrangements, the employee may access up to 5 days paid foster care leave in any 12-month period.
- 45.2. The employee must submit documentary evidence of enduring parental responsibilities under formal fostering arrangements to their manager when applying for foster care leave.

46. DEFENCE RESERVE LEAVE

- 46.1. An employee will be granted leave (with or without pay) to enable the employee to fulfil

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Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS) or Cadet Force obligations.

- 46.2. An employee is entitled to leave with pay, of up to four weeks during each financial year, and an additional two weeks' paid leave in the first year of ADF Reserve service, for the purpose of fulfilling service in the ADF Reserve.
- 46.3. With the exception of the additional two weeks in the first year of service, leave can be accumulated and taken over a period of two years.
- 46.4. Defence Reserve leave counts as service for all purposes, except for unpaid leave to undertake continuous full-time service (CFTS). Unpaid leave for the purpose of CFTS counts as service for all purposes except annual leave accrual.

47. COMMUNITY SERVICE LEAVE

- 47.1. Employees are entitled to leave to attend jury service in accordance with the FW Act. Where payment for jury service is less than the employee would have received in respect of the ordinary time he or she would otherwise have worked, ARPC will reimburse the employee (other than a casual employee):
 - a) the difference for the period of service;
 - b) any reasonable expenses incurred by the employee while attending court to serve as a juror.
- 47.2. Leave for jury service counts as service for all purposes.
- 47.3. Employees will also be entitled to be absent from work without pay to participate in other eligible community service activities in accordance with the FW Act.

48. SABBATICAL LEAVE

- 48.1. An employee may purchase up to one year's sabbatical leave with the agreement of the CEO. Payment for purchased leave will be as agreed between the employee and the CEO.

49. STUDY ASSISTANCE

- 49.1. An employee who has successfully completed their probation period, may be entitled to study leave and financial assistance, subject to the agreement of the CEO. Please refer to the ARPC Study Assistance Guideline. The maximum amount of financial assistance available under this clause is \$2750 per semester or \$5500 per calendar year from the commencement of this Agreement. The CEO has the discretion to increase this amount if the CEO considers this to be in the best interest of ARPC.

50. LEAVE FOR REASONS OF FAMILY AND/OR DOMESTIC VIOLENCE

- 50.1. In order to provide maximum support that is appropriate to individual circumstances, employees including part-time employees, affected by or at risk of experiencing family and/or domestic violence who require time off work will have access to a range of leave options including miscellaneous leave, personal leave and/or flexible working arrangements. Miscellaneous leave may be approved with or without pay depending on the reason for and length of leave.
- 50.2. Casual employees are eligible for family and domestic violence leave in accordance with the NES.

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- 50.3. Matters of family and/or domestic violence will be treated confidentially, unless otherwise required by law, with the employee's privacy and safety paramount.
- 50.4. These provisions do not reduce an employee's entitlement to family and domestic violence leave under the NES.
- 50.5. Where an employee's absence for reasons associated with domestic and family violence needs to be supported by evidence, ARPC will discuss with the employee the available options, such as a statement from a legal representative or court.

51. MISCELLANEOUS LEAVE

- 51.1. The CEO may grant the employee leave not otherwise provided for in this Agreement, where the CEO considers the leave is for a purpose that is in the interests of ARPC, taking into account its operational needs. The CEO will determine the conditions applying to the leave, including whether the leave is with pay and whether it counts as service for any purpose.

PART F – OTHER TERMS AND CONDITIONS

52. STAFF DEVELOPMENT

- 52.1. ARPC will develop and maintain staff development initiatives including:
- a) programs to develop skills identified in performance appraisal discussions;
 - b) external courses to assist staff to develop insurance industry knowledge; and
 - c) performance management skills training.

53. EMPLOYEE ASSISTANCE PROGRAM

- 53.1. Employees are entitled to access ARPC's Employee Assistance Program which is free of charge for employees and their immediate family members. The EAP is a confidential service.
- 53.2. Details of how to access the EAP are available on ARPC's Sharepoint site.

54. PERFORMANCE OF DUTIES

- 54.1. Employees must perform their duties honestly and with integrity, care and diligence. ARPC's Improving Performance Procedure sets out how underperformance will be addressed.
- 54.2. Employees must comply with the ARPC Values and Code of Conduct. Misconduct may lead to disciplinary action in accordance with ARPC's Code of Conduct Breach procedure.
- 54.3. Employees must ensure, to the extent possible that any information or advice given to another person is accurate. Where there are doubts about the accuracy or reliability of the information, or when advice is conditional in nature, the employee must make this known to the other person.

55. CONFLICT OF INTEREST

- 55.1. Where an employee thinks that their financial, personal or other interest conflict, or potentially conflict, with the duties of their position in ARPC, the employee must declare the conflict (or potential conflict) to the CEO. Such conflicts might arise in relation to sporting, social or cultural activities or family and other personal relationships. ARPC's Guidelines on Conflict of Interest provide further information on managing conflicts. Employees are also required to make an annual conflict of interest declaration.

56. CONFIDENTIALITY

- 56.1. At all times, employees must maintain the confidentiality of the business affairs and information of both ARPC and its clients.

57. OUTSIDE OR ALTERNATIVE EMPLOYMENT

- 57.1. An employee must not be employed otherwise than in ARPC, without first obtaining written approval from the CEO. If an employee is contemplating undertaking outside employment, the employee must first discuss the nature of the employment with the CEO, including possible conflicts of interest, before committing to any outside employment.

58. DISCRIMINATION AND HARASSMENT

- 58.1. All employees have the right to work in ARPC without harassment, bullying or unlawful discrimination. An employee who engages in conduct that amounts to harassment, bullying or unlawful discrimination breaches the ARPC Values and Code of Conduct, and consequently disciplinary action may be taken under ARPC's Code of Conduct Breach procedure.
- 58.2. Nothing in this clause permits conduct that would otherwise be prohibited under a Commonwealth, state or territory law.

59. COMPLIANCE WITH POLICIES AND PROCEDURES

- 59.1. Employees must comply with all ARPC policies and procedures, including those about internet and email usage. It is the responsibility of the employee to familiarise themselves with these policies.
- 59.2. The ARPC policies and procedures referred to in this Agreement are not incorporated into, and do not form part of, this Agreement. A term of this Agreement prevails to the extent of any inconsistency with an ARPC policy or procedure.

PART G – TERMINATION OF EMPLOYMENT

60. EMPLOYEE NOTICE PERIOD

- 60.1. Employees are required to give at least 4 weeks' notice, in writing, to the CEO in order to terminate their employment. The CEO may agree to a shorter period of notice. A longer period of notice may be required for certain positions and that minimum period will be specified in the letter of engagement.
- 60.2. Where an employee fails to give the required notice, an equivalent amount to the notice not given may be deducted from payments made on termination of employment.

61. EMPLOYER NOTICE PERIOD

- 61.1. An employee's employment may be terminated with the giving of notice (or payment in lieu) as set out in s 117 of the FW Act.
- 61.2. An employee's employment may be terminated without the giving of notice for serious misconduct or as otherwise permitted under the FW Act.

62. REDUNDANCY PAY

- 62.1. Where an employee's employment is terminated by ARPC because ARPC no longer requires the job done by the employee to be done by anyone, the employee may be entitled to redundancy pay in accordance with the FW Act.

PART H – CONSULTATION AND DISPUTE RESOLUTION

63. CONSULTATION

63.1. This term applies if the employer:

- a) has made a definite decision 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
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

63.2. For a major change referred to in paragraph (62.1)(a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses (63.3) to (63.9) apply.

63.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

63.4. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

63.5. As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion--provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

63.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

63.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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- 63.8. 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 employer, the requirements set out in subclause 63.2(a) and subclauses 63.3 and 63.5 are taken not to apply.
- 63.9. In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 63.10. For a change referred to in subclause 63.1(b):
- a) the employer must notify the relevant employees of the proposed change; and
 - b) subclauses 63.11 to 63.15 apply.
- 63.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 63.12. If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 63.13. As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

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- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 63.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 63.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 63.16. In this term: "relevant employees" means the employees who may be affected by a change referred to in subclause 63.1.

64. DISPUTE SETTLEMENT PROCESS

- 64.1. If a dispute relates to:
- a) a matter arising under the Agreement; or
 - b) the NES;
- this term sets out procedures to settle the dispute.
- 64.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 64.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 64.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 64.5. The Fair Work Commission may deal with the dispute in 2 stages:
- a) 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
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that 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.

- 64.6. While the parties are trying to resolve the dispute using the procedures in this term:
- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) 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:

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- (i) the work is not safe; or
- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

PART I - INTERPRETATIONS/DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

Agreement means the Australian Reinsurance Pool Corporation Enterprise Agreement – 2023-2024.

ARPC means the Australian Reinsurance Pool Corporation.

Casual employee has the meaning set out in section 15A of the FW Act.

CEO means the Chief Executive Officer of ARPC or a delegate of the CEO.

Extended absence includes:

- (a) An absence from work of at least 4 continuous weeks; and
- (b) a combined total of absences from work, within a 13 week period, whether based on a single or separate illness or injury, of at least 4 weeks.

Family and domestic violence means violent, threatening or other abusive behaviour by an immediate family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

FWC means the Fair Work Commission.

FW Act means the *Fair Work Act 2009*.

Immediate family means a spouse (including a former spouse), de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

A de facto partner includes:

- (a) a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) a former de facto partner of the employee.

LSL Act means the *Long Service Leave (Commonwealth Employees) Act 1976*.

NES means the National Employment Standards of the FW Act.

Nominated medical practitioner means a person who is:

- (a) registered, or licensed, as a health practitioner under a law of a State or Territory that provides for the registration or licensing of health practitioners; and
- (b) nominated by ARPC to assess the fitness for duty of an employee in ARPC.

Ongoing Employee means an employee who is employed on an ongoing basis and is not employed as a casual or for a specified term or for the duration of a specified task.

Stapled Fund means an existing super account which is linked, or 'stapled', to an individual employee so that it follows them as they change jobs.

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ATTACHMENT A – RATES OF PAY

Classification			Salary rates prior to Commencement of this Agreement	Salary rates as per 20.1(a) (7.5%)	Salary rates on Commencement of this Agreement as per 20.1(b) (3%)
			\$		\$
ARPC	1.1	Broadband 1	49,158	52,845	54,430
	1.2		50,567	54,360	55,990
	1.3		51,975	55,873	57,549
	1.4		53,384	57,388	59,109
ARPC	2.1		56,663	60,913	62,740
	2.2		57,914	62,258	64,125
	2.3		59,166	63,603	65,512
	2.4		60,414	64,945	66,893
ARPC	3.1		64,166	68,978	71,048
	3.2		65,415	70,321	72,431
	3.3		66,665	71,665	73,815
	3.4		67,914	73,008	75,198
ARPC	4.1		71,665	77,040	79,351
	4.2		72,917	78,386	80,737
	4.3		74,167	79,730	82,121
	4.4		75,417	81,073	83,505
ARPC	5.1	Broadband 2	80,576	86,619	89,218
	5.2		82,296	88,468	91,122
	5.3		84,014	90,315	93,025
	5.4		85,734	92,164	94,929
ARPC	6.1		90,891	97,708	100,639
	6.2		96,049	103,253	106,350
	6.3		103,553	111,319	114,659
	6.4		110,118	118,377	121,928
ARPC EL	1.1	EL 1	118,557	127,449	131,272
	1.2		127,860	137,450	141,573
	1.3		136,000	146,200	150,586
ARPC EL	2.1	EL 2	144,815	155,676	160,346
	2.2		151,944	163,340	168,240
	2.3		159,068	170,998	176,128
	2.4		166,199	178,664	184,024

ATTACHMENT B – FLEXIBILITY TERM (INDIVIDUAL FLEXIBILITY ARRANGEMENTS)

- (1) ARPC and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - i. remuneration;
 - ii. arrangements about when work is performed;
 - iii. overtime rates;
 - iv. penalty rates;
 - v. allowances;
 - vi. leave loading; and
 - (b) the arrangement meets the genuine needs of ARPC and the employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by ARPC and the employee.
- (2) ARPC will ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) ARPC will ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of ARPC and the employee; and
 - (c) is signed by ARPC and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) ARPC will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) ARPC or the employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement;
or
 - (b) if the employer and employee agree in writing — at any time.

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The Australian Reinsurance Pool Corporation Enterprise Agreement 2023-2024 is made and approved under Part 2-4 of the Fair Work Act 2009. It is an enterprise agreement between the Australian Reinsurance Pool Corporation and its employees whose employment is subject to this agreement.



Dr. Christopher Wallace (Employer)
ARPC Chief Executive
Level 23, 1 Market Street
Sydney NSW 2000



Sonia Talwar (Employee)
Head of People and CEO Office
Level 23, 1 Market Street
Sydney NSW 2000

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ARPC Enterprise Agreement 2023-2024

Final Audit Report

2022-12-16

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