



# DECISION

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

**Australian Reinsurance Pool Corporation**  
(AG2024/822)

## AUSTRALIAN REINSURANCE POOL CORPORATION ENTERPRISE AGREEMENT 2024-2027

Commonwealth employment

DEPUTY PRESIDENT DEAN

CANBERRA, 2 APRIL 2024

*Application for approval of the Australian Reinsurance Pool Corporation Enterprise Agreement 2024-2027*

[1] An application has been made for approval of an enterprise agreement known as the *Australian Reinsurance Pool Corporation Enterprise Agreement 2024-2027* (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. 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 9 April 2024. The nominal expiry date of the Agreement is 1 April 2027.

 

DEPUTY PRESIDENT

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**Australian Reinsurance Pool  
Corporation**

**Enterprise Agreement  
2024-2027**

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## PART A — TECHNICAL MATTERS

### 1. TITLE

- 1.1. This Agreement is the Australian Reinsurance Pool Corporation Enterprise Agreement 2024-2027.

### 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 Fair Work Act 2009. 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 operation seven days after the date of approval by the Fair Work Commission.
- 4.2. The nominal expiry date of this Agreement is 3 years from the date of approval by the Fair Work Commission.

### 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 Fair Work Act 2009.

### 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 their 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 37.5 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 37.5 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 average weekly hours over the specified period must not exceed:
- a) for a full-time employee — 37.5 hours; or
  - b) for an employee who is not a full-time employee—the lesser of:
    - (i) 37.5 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 Fair Work 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 directed by the CEO 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 their discretion, decide that employees are entitled to paid leave for additional days during the Christmas/ New Year period

## **17. PUBLIC HOLIDAYS**

- 17.1. Employees are entitled to the following holidays each year as observed at their normal work location in accordance with the Fair Work Act 2009:
- a) 1 January (New Year's Day);
  - b) 26 January (Australia Day);

- c) Good Friday and the following Monday;
  - d) 25 April (Anzac Day);
  - e) the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
  - f) 25 December (Christmas Day);
  - g) 26 December (Boxing Day); and
  - h) any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part day, or a kind of day or part day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday
- 17.2. If a public holiday falls on a Saturday or Sunday, and if under a State or Territory law, a day or part day is substituted for one of the public holidays listed above, then the substituted day or part day is the public holiday. An employee will be paid for that employee's absence on public holidays as if that day were not a public holiday, unless the employee would not have ordinarily worked on that public holiday.
- 17.3. Where a public holiday falls during a period when an employee is absent on leave (other than annual or paid personal/carer's leave or defence reservist sick leave), there is no entitlement to receive payment as a public holiday. Payment for that day will be in accordance with the entitlement for that form of leave (e.g; if on long service leave at half pay, payment is at half pay).
- 17.4. The CEO and an employee may agree on the substitution of a day or part day that would otherwise be a public holiday, having regard to operational requirements.
- 17.5. The CEO and an employee may agree to substitute a cultural or religious day of significance for any day that is a prescribed 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**

- a) Salary rates will be as set out in Attachment A to this Agreement.

- b) Eligible ARPC employees' base salary will be:
  - (i) increased by 4% on commencement of this Agreement;
  - (ii) increased by 3.8% 12 months after commencement; and
  - (iii) increased by 3.4% 24 months after commencement.
- 20.1. Employees will receive the salary increases subject to their performance appraisal resulting in an overall rating which is satisfactory or better.
- 20.2. 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.
- 20.3. Advancement through a broadband will only occur where:
  - a) An employee's performance is at least, satisfactory; and
  - b) There is sufficient work available at the higher classification level; and
  - c) The employee has the necessary skills and proficiencies to perform that work.
- 20.4. An employee who is still in their probationary period or has less than 6 months of service at their current classification level on 1 July will move to the next pay point in their classification band on 1 July the following year.
- 20.5. 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 25% 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, is promoted or appointed to a new role within ARPC, the employee's salary will be paid at the minimum of the salary range of the relevant classification band, unless the CEO determines a higher salary within the relevant classification band.
- 22.2. In determining a salary under these salary setting clauses, the CEO will have regard to relevant factors including the employee's experience, qualifications and skills.

## **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. SUPERANNUATION**

- 24.1. The ARPC will make compulsory employer contributions as required by the applicable legislation and fund requirements.

## **OFFICIAL**

- 24.2. For employees in accumulation funds, 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.
- 24.3. Employer superannuation contributions will be paid on behalf of employees during periods of paid leave that count as service.
- 24.4. Employer contributions will not be reduced by any other contributions made through salary sacrifice arrangements.

### **25. ADDITIONAL SUPERANNUATION CONTRIBUTIONS**

- 25.1. 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.
- 25.2. An employee must meet any additional costs incurred by ARPC as a result of the employee entering into salary sacrifice arrangements.

### **26. PAYMENT ON DEATH**

- 26.1. 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.

### **27. DEDUCTIONS OF OVERPAYMENTS**

- 27.1. An overpayment occurs if the ARPC provides an employee with an amount of money to which the employee is not entitled (including but not limited to salary, entitlements, allowances, travel payment and/or other amount payable under this agreement).
- 27.2. Where the ARPC considers that an overpayment has occurred, the ARPC will provide the employee with notice in writing. The notice will provide details of the overpayment.
- 27.3. 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.
- 27.4. 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 ARPC that must be repaid in full by the employee.
- 27.5. The ARPC 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.
- 27.6. The ARPC and employee may agree to make a deduction from final monies where there is an outstanding payment upon cessation of employment.
- 27.7. Interest will not be charged on overpayments.
- 27.8. Nothing in clause 27.1 to 27.7 prevents the ARPC from pursuing recovery of the debt.

## **OFFICIAL**

## **28. SALARY PACKAGING**

- 28.1. All ongoing ARPC employees will have access to flexible remuneration packaging, in line with ARPC provisions as amended from time to time.

## **29. SUPPORTED WAGE SYSTEM**

- 29.1. An employee with a disability is entitled to a percentage of the relevant pay rate in line with their assessed work capacity (as set out in Attachment C) if they are unable to perform duties to the capacity required and meet the criteria for a Disability Support Pension.

# **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 for 2 or more weeks, the employee will be entitled to a payment for higher duties for the duration of 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 Procedure.
- 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 and applicable clauses below.
- 38.3. An employee must give notice (as reasonably practicable) of the taking of contingent leave such as personal and carer's leave, defence reservist 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 at the rate of 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 from year to year.
- 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. Annual leave can be taken at half pay.
- 40.4. ARPC encourages a work/life balance and expects its employees to take annual leave regularly. To this end, employees are expected (but are not required) 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
  - d) 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 has taken at least 2 weeks annual or long service leave in the preceding 12 months, and
  - the employee's remaining accrued entitlement to annual leave is not less than 4 weeks.
- b) 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 agreed between the employees' manager 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 18 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 paid personal/carer's leave credits in advance, accruing on the first day of their employment at ARPC and then on the anniversary of that date each year thereafter. 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 from year to year.

41.4. Paid personal/carer's leave can be taken:

- b) Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- c) To attend preventative health appointments with a registered health practitioner; or
- d) 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. 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 unpaid carer's 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.

41.6. 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;
  - for any absence in a 12-month period where the employee has previously taken a total of 8 days paid personal/carer's leave; or
  - in any case, where the immediate manager or CEO consider that evidence is reasonably required.
- b) In the event of a chronic condition, a medical certificate from a registered health practitioner may be used as evidence of a chronic condition in respect of leave taken for period of up to 12 months.

41.7. 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.

41.8. 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 AND BEREAVEMENT LEAVE**

### **42.1. Compassionate Leave**

- a) An employee, excluding a casual employee, will be granted 3 days of paid compassionate leave each time 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 their life; or
  - (II) sustains a personal injury that poses a serious threat to their life; or
  - (III) dies.
- a) 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. Bereavement Leave**

- a) An employee, excluding a casual employee, will be granted 3 days of paid bereavement leave each time:
  - (I) a member of the employee's immediate family or a member of the employee's household dies; or
  - (II) A child is stillborn, where the child would have been a member of the employee's family or household if the child had been born alive.

42.3. Paid compassionate and bereavement leave will count as service for all purposes.

42.4. For casual employees, compassionate and bereavement leave is unpaid.

### **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 medical certificate) or bereavement 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 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 six months' continuous service, who is a primary caregiver or secondary caregiver is entitled to parental leave up until 24 months from the date of the child's birth or placement (parental leave period).

44.2. An employee who is a primary caregiver is entitled to 18 weeks of paid parental leave.

## OFFICIAL

- 44.3. An employee who is a secondary caregiver is entitled to 8 weeks of paid parental leave.
- 44.4. The secondary caregiver entitlement will increase in increments to:
- a) 11 weeks, or top up to 11 weeks where a lesser period of parental leave has already been provided: 12 months after commencement of the Agreement;
  - b) 14 weeks, or up to 14 weeks where a lesser period of parental leave has already been provided: 24 months after commencement of the Agreement; and
  - c) 18 weeks, or up to 18 weeks where a lesser period of parental leave has already been provided: from the nominal expiry date of the Agreement onwards.
- 44.5. Parental leave must be taken within the first 24 months of the birth or adoption of a child.
- 44.6. An employee is eligible for parental leave for an adopted child if the adopted child is under 16 as at the day (or expected day) of placement, has not lived continuously with the employee for a period of six months or more as at the day (or expected day) of placement, and is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.
- 44.7. For the avoidance of doubt, an employee is entitled either to primary caregiver leave or secondary caregiver leave but is not entitled to both forms of leave in respect of the same birth or adoption.
- 44.8. Paid parental leave may be taken at half pay, over a maximum period of 36 weeks.
- 44.9. Paid parental leave will count as service for all purposes.
- 44.10. The parental leave period does not extend to non-ongoing employment where the employment period remaining is less than 24 months.
- 44.11. Employees are entitled to unpaid parental leave under the NES.
- 44.12. Evidence
- a) The employee will provide a medical certificate, or if that is not reasonably practicable, a statutory declaration in respect of leave taken under this clause.

### 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 RESERVIST LEAVE

- 46.1. An employee will be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) Reserve and continuous full-time service (CFTS) or Cadet Force obligations.
- 46.2. An employee who is an ADF Reservist 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.

## OFFICIAL

- 46.3. Leave can be built up and taken over 2 consecutive years. This includes the extra 2 weeks in the first year of service. An employee who is an officer or instructor in a Cadet Force (including Australian Navy Cadets, Australian Army Cadets, and Australian Air Force Cadets) may be granted additional paid leave of up to 3 weeks in each financial year to perform their duties.
- 46.4. Defence Reservist 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.
- 46.5. Employees are to notify their manager at the earliest opportunity once the dates for ADF Reserve, CFTS or Australian Defence Force Cadet activities are known and/or changed.

#### **47. DEFENCE SERVICE SICK LEAVE**

- 47.1. An Employee is eligible for defence service sick leave credits when the Department of Veterans Affairs (DVA) has certified that an Employee's medical condition is as a result of either war-like or non-war like service.
- 47.2. An eligible Employee can get 2 types of credits:
  - a) An initial credit of 9 weeks (45 days) defence service sick leave will apply as of the later of their commencement of employment with the ARPC, or the DVA certifies the condition; and
  - b) An annual credit of 3 weeks (15 days) defence service sick leave
- 47.3. An Employee may use their defence service sick leave when a recognised medical practitioner provides a certificate that says they were away due to their DVA certified medical condition. Unused annual credits can be built up to 9 weeks.
- 47.4. An Employee cannot use annual credits until the initial credit is exhausted.
- 47.5. Defence service sick leave is paid and counts as service for all purposes.

#### **48. COMMUNITY SERVICE LEAVE**

- 48.1. Employees are entitled to leave to attend jury service in accordance with the Fair Work Act 2009. 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.
- 48.2. The employee is required to inform their manager before they are released from duty and provide evidence of the need to attend.
- 48.3. Leave for jury service counts as service for all purposes.
- 48.4. Employees will also be entitled to be absent from work without pay to participate in other eligible community service activities in accordance with the Fair Work Act 2009.

- 48.5. If the employee receives a payment from the court for attendance (which is not expense related such as an allowance or reimbursement), they must repay that amount to ARPC for the period of absence.

#### **49. SABBATICAL LEAVE**

- 49.1. An employee may be granted up to one year of unpaid sabbatical leave with the agreement of the CEO.

#### **50. STUDY ASSISTANCE**

- 50.1. 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 \$3500 per semester or \$7000 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.

#### **51. LEAVE FOR REASONS OF FAMILY AND/OR DOMESTIC VIOLENCE**

- 51.1. 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.
- 51.2. Casual employees are eligible for family and domestic violence leave in accordance with the NES.
- 51.3. Matters of family and/or domestic violence will be treated confidentially, unless otherwise required by law, with the employee's privacy and safety paramount.
- 51.4. These provisions are in addition to an employee's entitlement to family and domestic violence leave under the NES.
- 51.5. 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.

#### **52. EMERGENCY RESPONSE LEAVE**

- 52.1. Employees who engage in an eligible community service activity will be entitled to emergency response leave to volunteer for emergency management duties for:
- a) the time engaged in the activity;
  - b) reasonable travel time; and
  - c) reasonable recovery time.
- 52.2. Employees will be able to access 20 working days of paid emergency response leave per year if required.
- 52.3. Paid leave may be refused where the employee's role is essential to ARPC's response to the emergency.

- 52.4. An employee must provide evidence that the absence is because the employee has been or will be engaging in an eligible community service activity. Employees can provide evidence before or as soon as practicable after their emergency service activity.
- 52.5. The CEO may approve reasonable paid or unpaid leave for ceremonial duties and training.
- 52.6. Emergency response leave, with or without pay, will count as service.

### **53. MISCELLANEOUS LEAVE**

- 53.1. The CEO may grant the employee leave not otherwise provided for in this Agreement:
  - b) where the CEO considers the leave is for a purpose that is in the interests of ARPC, or
  - c) in consideration of the nature of the employee's request and circumstances, particularly circumstances that are unexpected or exceptional.
- 53.2. 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**

### **54. STAFF DEVELOPMENT**

- 54.1. 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.

### **55. EMPLOYEE ASSISTANCE PROGRAM**

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

### **56. PERFORMANCE OF DUTIES**

- 56.1. Employees must perform their duties honestly and with integrity, care and diligence. ARPC's Improving Performance Procedure sets out how underperformance will be addressed.
- 56.2. 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.
- 56.3. 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.

## **57. CONFLICT OF INTEREST**

- 57.1. 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.

## **58. CONFIDENTIALITY**

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

## **59. OUTSIDE OR ALTERNATIVE EMPLOYMENT**

- 59.1. 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.

## **60. DISCRIMINATION AND HARASSMENT**

- 60.1. 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.
- 60.2. Nothing in this clause permits conduct that would otherwise be prohibited under a Commonwealth, state or territory law.

## **61. COMPLIANCE WITH POLICIES AND PROCEDURES**

- 61.1. 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.
- 61.2. 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**

## **62. EMPLOYEE NOTICE PERIOD**

- 62.1. 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.
- 62.2. 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.

### **63. EMPLOYER NOTICE PERIOD**

- 63.1. An employee's employment may be terminated with the giving of notice (or payment in lieu) as set out in s 117 of the Fair Work Act 2009.
- 63.2. An employee's employment may be terminated without the giving of notice for serious misconduct or as otherwise permitted under the Fair Work Act 2009.

### **64. REDUNDANCY PAY**

- 64.1. 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 Fair Work Act 2009.

## **PART H – CONSULTATION AND DISPUTE RESOLUTION**

### **65. CONSULTATION**

- 65.1. 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

- 65.2. For a major change referred to in paragraph (65.1)(a):
  - a) the employer must notify the relevant employees of the proposed decision to introduce the major change; and
  - b) clauses (65.3) to (65.9) apply.
- 65.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 65.4. 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.

- 65.5. 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.
- 65.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 65.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 65.8. 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 clause 65.2(a) and clauses 65.3 and 65.5 are taken not to apply.
- 65.9. In this term, a major change is likely to have a significant effect on employees if it results in:
  - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the termination of the employment of employees; or
  - c) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - d) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - e) the alteration of hours of work; or
  - f) the need to retrain employees; or
  - g) the need to relocate employees to another workplace; or
  - h) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 65.10. For a change referred to in clause 65.1(b):
  - a) the employer must notify the relevant employees of the proposed change; and
  - b) clauses 65.11 to 65.15 apply.
- 65.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

65.12. 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.

65.13. 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
- 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).

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

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

65.16. In this term: "relevant employees" means the employees who may be affected by a change referred to in clause 65.1.

## **66. DISPUTE SETTLEMENT PROCESS**

66.1 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.

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

66.3 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.

66.4 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. 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.

66.5 If discussions at the workplace level do not resolve the dispute a party to the dispute may refer the matter to Fair Work Commission.

66.6 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 Fair Work Act 2009. 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 Fair Work Act. Therefore, an appeal may be made against the decision.

66.7 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee must continue to perform their work as he or she would normally unless he or she has a reasonable concern about an imminent risk to their 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:
  - (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.

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

## **67. RIGHTS FOR WORKPLACE DELEGATES**

67.1 Workplace delegates to whom the Agreement applies will have all the rights, entitlements and obligations conferred on them by the Fair Work Act 2009.

67.2 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 ARPC.

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

67.4 ARPC and union delegates will work together respectfully and collaboratively.

## PART I – INTERPRETATIONS/DEFINITIONS

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

**Agreement** means the Australian Reinsurance Pool Corporation Enterprise Agreement – 2024-2027.

**ARPC** means the Australian Reinsurance Pool Corporation.

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

**Casual employee** has the meaning set out in section 15A of the Fair Work Act 2009.

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

**Child** means a biological child, adopted child, foster child, stepchild, or ward.

**Close relative** is a person who:

- (a) is a member of the employee's immediate family; or
- (b) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

**Employee** means an employee of ARPC who is covered by this agreement (whether full-time, part-time, or casual, ongoing or non-ongoing).

**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 a close relative of an employee, a member of the employee's household, or a current or former intimate partner of the employee, that seeks to coerce or control the employee and that causes them harm or to be fearful.

**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 Fair Work Act 2009.

***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.

***Primary caregiver*** means a pregnant employee with an entitlement under Fair Work Act 2009, or an employee other than a casual employee who has primary care responsibility for a child who is born to them or who is adopted as per the clause on adoption in this Agreement.

***Secondary caregiver*** means an employee, other than a pregnant employee or a casual employee, who has secondary care responsibility for a child who is born to them, or for a child who is adopted as per this Agreement.

***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.

ATTACHMENT A – RATES OF PAY

Classification			Effective from the Commencement Date of this Agreement	Effective from 12 months after the Commencement Date	Effective from 24 months after the Commencement Date
			\$	\$	\$
ARPC	1.1	Broadband 1	56,607	58,758	60,756
	1.2		58,230	60,442	62,497
	1.3		59,851	62,125	64,238
	1.4		61,473	63,809	65,979
ARPC	2.1		65,250	67,729	70,032
	2.2		66,690	69,224	71,578
	2.3		68,132	70,722	73,126
	2.4		69,569	72,212	74,668
ARPC	3.1		73,890	76,698	79,305
	3.2		75,328	78,191	80,849
	3.3		76,768	79,685	82,394
	3.4		78,206	81,178	83,938
ARPC	4.1		82,525	85,661	88,573
	4.2		83,966	87,157	90,121
	4.3		85,406	88,651	91,665
	4.4		86,845	90,145	93,210
ARPC	5.1	Broadband 2	92,787	96,313	99,587
	5.2		94,767	98,368	101,713
	5.3		96,746	100,422	103,837
	5.4		98,726	102,478	105,962
ARPC	6.1		104,665	108,642	112,336
	6.2		110,604	114,807	118,710
	6.3		119,245	123,777	127,985
	6.4		126,805	131,624	136,099
ARPC EL	1.1	EL 1	136,523	141,711	146,529
	1.2		147,236	152,831	158,027
	1.3		156,609	162,561	168,088
ARPC EL	2.1	EL 2	166,760	173,097	178,982
	2.2		174,970	181,618	187,793
	2.3		183,173	190,134	196,598
	2.4		191,385	198,658	205,412

**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 their 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.

## ATTACHMENT C – SUPPORTED WAGE RATES

1. This schedule defines the condition which will apply to employees because of the effects because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

### Definitions

2. In this schedule:

**Approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system;

**Assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system;

**Disability Support Pension** means the commonwealth Government pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme;

**Relevant minimum wage** means the minimum wage prescribed in this agreement for the class of work for which an employee is engaged;

**Supported Wage System (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the JobAccess website ([www.jobaccess.gov.au](http://www.jobaccess.gov.au)); and

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### Eligibility criteria

3. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the classification for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

4. The schedule does not apply to any existing employee who has a claim against the employer which is subject to the provision of workers compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

**Supported wage rates**

**5.** Employees to whom this clause applied shall be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity</b>	<b>Percentage of prescribed salary rate</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

**6.** Provided that the minimum amount payable to an employee to whom the SWS applies is not less than the amount prescribed in the National Minimum Wage Order. Note: The minimum amount payable is reviewed every year in July.

**7.** Where an employee's assessed capacity is 10 per cent, they must receive a high degree of assistance and support.

**Assessment of capacity**

**8.** For the purposes of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and the employee, and if the employee so desires, a union which the employee is eligible to join.

**9.** Assessment made under this schedule must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

**Lodgement of SWS wage assessment agreement**

**10.** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**11.** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

**Review of assessment**

**12.** The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the support wage system.

**Other terms and conditions of employment**

**13.** Where an assessment has been made, the applicable percentage will apply to the relevant wage rate only. Employees covered by the provisions of the schedule will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

**Workplace adjustment**

**14.** An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

**Trial period**

**15.** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a Trial Period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**16.** During that Trial Period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**17.** The minimum amount payable to the employee during the Trial Period must be no less than the current weekly rate, as determined by the Fair Work Commission.

**18.** Work trials should include induction or training as appropriate to the job being trialed.

**19.** Where the employer and employee wish to establish a continuing employment relationship following the completion of the Trial Period, a further contract of employment will be entered into based on the outcome of assessment under clause 8 and 9 in this attachment.

The Australian Reinsurance Pool Corporation Enterprise Agreement 2024-2027 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.



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