



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Prudential Regulation Authority
(AG2011/7896)

APRA EMPLOYMENT AGREEMENT 2011

Banking finance and insurance industry

DEPUTY PRESIDENT SAMS

SYDNEY, 12 MAY 2011

Application for approval of the APRA Employment Agreement 2011.

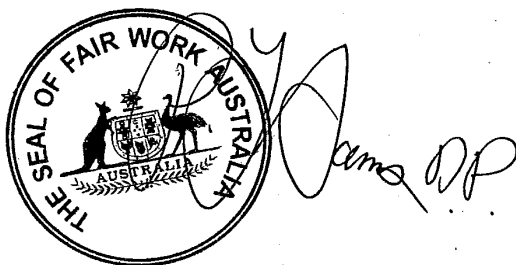
[1] This is an application, pursuant to s 185 of the *Fair Work Act 2009* ('the Act'), filed by the Australian Prudential Regulation Authority ('the Applicant') which seeks the approval of Fair Work Australia ('FWA') of a single-enterprise agreement to be known as the *APRA Employment Agreement 2011* ('the Agreement'). The Agreement was primarily negotiated with eight staff representatives appointed by the employees. The Community and Public Sector Union ('the Union') also played a minor role in the negotiation process. The Agreement is to cover some 534 employees who are engaged by the applicant in its various prudential regulatory activities. The employees were notified of their representational rights on 10 December 2010, which more than satisfies the time limits in s 181 (2) of the Act, as the Agreement was approved by a valid majority on the 4 April 2011 in a ballot of 215 employees in which 204 employees voted to approve the Agreement.

[2] In the Employer's declaration in support of the application (Form 17) Mr P *Vodicka*, General Manager - Human Resources, identified the *Australian Prudential Regulation Authority Award 2000* [AP807409] ('the Award') as the relevant reference instrument for the purposes of the Better Off Overall Test ('BOOT'). It was said that the Agreement provides for a number of less beneficial terms and conditions, but a larger and more significant list of conditions that are more beneficial than the terms of the relevant Award. In particular, I note that the pay bands that apply under the Agreement are substantially higher than the relevant rates under the Award. In addition, I note that the Agreement provides for a guaranteed 4 per cent increase in annual remuneration, plus the availability for bonuses arising from annual

performance reviews. I am satisfied that when viewed overall, the Agreement more than satisfies the BOOT. The Agreement provides for the mandatory flexibility and consultation terms at Cl 26 and Cl 27 respectively and a disputes resolution clause at (Cl 24) provides for conciliation and arbitration by FWA.

[3] At a telephone hearing of the application on 27 April 2011, Mr D *Gardner* appeared for the applicant, and Mr R *Lambert* appeared for the Union. The Union had not yet filed a Declaration in support of the application (Form 18) or a Notice seeking to be covered by the Agreement (Form 22). In any event, Mr *Lambert* declared support for the application and requested that the Union be covered by the Agreement. Mr *Lambert* indicated that the Union would lodge Form 18 and 22 shortly after the hearing and it did so on 12 May 2011. For the purposes of s 201 (2) of the Act, I note the Union is to be covered by the Agreement. Both parties outlined the main features of the Agreement and submitted that all of the legislative requirements for approval of the Agreement have been satisfied and the Agreement should be approved by FWA. Mr *Gardner* provided a helpful comparison document which plainly demonstrated the BOOT had been satisfied.

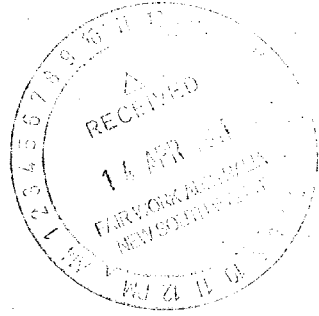
[4] Having heard the parties' submissions and upon reviewing the terms of the pre-approval process documentation and the Agreement itself, I am satisfied that all of the requirements of the Act, in particular ss 180, 186, 187 and 188, in so far as relevant to this application, have been met. Accordingly, I approve a single enterprise agreement known as the *APRA Employment Agreement 2011*. By consent, the Agreement shall operate from 1 July 2011 and have a nominal expiry date of 30 June 2014.



DEPUTY PRESIDENT

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APRA

APRA Employment Agreement 2011

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1 WHO THIS AGREEMENT APPLIES TO AND COVERS

Title

This workplace agreement shall be known as the *APRA Employment Agreement 2011* (the Agreement)

Who is covered?

- 1.1 This Agreement covers the Australian Prudential Regulation Authority (APRA) and each person employed by APRA in a position which has been designated to a pay band within Levels 1 - 4 in accordance with clause 11 of this Agreement.

Definitions

- 1.2 In this Agreement:

Act means the *Fair Work Act 2009* (Cth);

'APRA' means the Australian Prudential Regulation Authority;

'FWA' means Fair Work Australia;

'National Employment Standards' means the National Employment Standards in the Act;

'Total remuneration budget', for the purposes of this Agreement, means the sum total of all eligible employees' total remuneration packages; and

'You' and **'your'** refer to an employee covered by this Agreement.

2 APPOINTMENT AND REMUNERATION

If you are not a casual employee, you are appointed to the role specified in your letter of offer at a total remuneration package of not less than the amount specified in your letter of offer and Clause 11.5. Your total remuneration package will be adjusted in accordance with Clause 11.9.

If you are a casual employee, you are engaged to perform the work at an hourly rate of pay, as specified in your letter of offer and Clause 7.3.

3 WHEN THIS AGREEMENT COMMENCES AND NOMINALLY EXPIRES

When this Agreement commences

- 3.1 This Agreement will come into operation 7 days after it is approved by FWA or on 1 July 2011, whichever is the later date.

When this Agreement expires

- 3.2 The nominal expiry date of this Agreement is 30 June 2014.

4 THE AIM OF THIS AGREEMENT

Why make this Agreement?

It is the intention of APRA and you that this Agreement will:

- promote commitment to APRA's mission, vision and values;
- encourage you to develop skills and capabilities essential for the discharge of APRA's powers under the Australian Prudential Regulation Authority Act 1998 and the enhancement of your career opportunities;
- provide appropriate reward and recognition for you consistent with your performance;

- encourage you to be innovative and flexible in your approach to your work consistent with the policies and procedures of APRA applying from time to time;
- encourage you to co-operate with APRA in achieving greater flexibility in workplace practices in all areas related to the application of your skills and capabilities at work;
- contribute to the creation of a work ethic among those persons employed by APRA, wherein responsibility is accepted by both the individual and the team;
- provide you with ongoing employment that is regulated in a manner that is both fair and just;
- provide the foundation for the development of harmonious and productive working relations based on the application of open and ethical practices by APRA;
- help to establish and maintain APRA as a leader in its field in Australia and elsewhere;
- establish and maintain a safe and healthy workplace; and
- enable you, through co-operatively working with APRA, to make choices that provide a balance between your work and personal life.

5 POLICIES AND PROCEDURES

Authority policies and procedures support Agreement

This Agreement is supported by the following policies and procedures determined by APRA from time to time:

- Human Resources Policy Manual
- Remuneration Review Guidelines
- Performance Management Guidelines
- Career Progression Guidelines
- Recruitment and Selection Guidelines; and
- Studies Support Guidelines.

These policies and procedures will not reduce your substantive entitlements as set out in this Agreement, but provide guidelines for the fair and efficient administration of the employment relationship. Such policies and procedures do not form part of this Agreement. Any variations to these policies and procedures will be the subject of consultation with the Staff Consultative Group, prior to their implementation.

6 CAN YOUR JOB ROLE CHANGE OVER TIME?

APRA will use its best endeavours to enhance your long-term employability and to provide you with career opportunities. Learning and development will play a significant role in career development.

APRA may reasonably vary, from time to time, the nature of your job role and the level of responsibility applying to that role. Changes to your job role and responsibility will not exceed your skills, competency and training.

7 THE HOURS YOU WORK

- 7.1 You will work a maximum of 76 hours each fortnight (which can be averaged over twelve months) plus reasonable additional hours. If you work full-time or part-time, you will not be paid any extra remuneration for working outside 76 hours each fortnight except

where Levels 1 and 2 staff (as defined in sub-clause 11.5 of this Agreement) are required to work:

- on a gazetted public holiday, you will be paid at a rate of double time and a half; or
- on a Saturday, you will be paid at a rate of time and a half for the first three hours and double time thereafter; or
- on a Sunday, you will be paid at a rate of double time.

The times you work will be agreed between you and your manager. In agreeing times your manager will endeavour to balance your personal needs with APRA's operational requirements. In addressing your personal needs your manager will also pay attention to the needs of other employees in your work unit. Through this process you and APRA will determine an appropriate work pattern.

You agree to devote substantially all your time and attention to performing your duties unless you are on authorised leave. In so doing you will promote APRA's interests and give it the full benefit of your knowledge, ingenuity, experience and technical skill.

Part-time work

7.2 Depending on the operational requirements of APRA's business, you may, by arrangement with your manager, work less than full-time on such terms as are agreed between you and your manager. Your remuneration, leave and other entitlements for such period of part-time work will be calculated on a pro-rata basis. Any additional hours authorised by your manager beyond your agreed part-time fortnightly hours and 76 hours each fortnight will be paid at your normal hourly rate of pay.

Casual work

7.3 APRA may engage you as a casual employee. As such, you will be employed by the hour and each engagement will stand alone.

If you are engaged as a casual employee, you will be paid an hourly rate, calculated by reference to the per annum remuneration specified in clause 11.5 for the pay band within which you will work plus a casual loading of 25%.

Your manager may offer you such ordinary hours as are deemed necessary to meet the needs of the business. You will work the ordinary hours that are agreed to by you and your manager. You will receive a minimum payment for 2 ordinary hours of work in respect of each day you work.

The following clauses of the Agreement do not apply to you, if you are engaged as a casual employee:

- Clause 8;
- Clause 10.2;
- Clause 11 (other than sub-clauses 11.3, 11.5, 11.10 and 11.15);
- Clause 13.1 and Schedule A;
- Clause 14;
- Sub-clause 18.2;
- Clause 19;
- Clause 21, and

- Clause 22.

8 WORK AND LIFE BALANCE: FLEXIBLE WORKING OPTIONS AND MATURE AGE STAFFING INITIATIVE

8.1 APRA is committed to ensuring that you are given appropriate assistance in balancing your work and personal life. In line with this, APRA has endorsed a number of flexible arrangements to be available to you. APRA and you understand that the continued delivery of high quality and effective prudential supervision of the financial sector is paramount and access to the following provisions may be limited, in some circumstances. However, the objective of this initiative is to enable as many employees as possible to have access to reasonable flexibility in the workplace and applications for access to these provisions will be considered accordingly and approval not unreasonably withheld.

APRA is also committed to ongoing consultation with employees to further refine the flexible arrangements outlined below in order to make them more generally available, and to examine other initiatives which may increase the flexibility of our working environment and improve efficiency.

Flexible working hours

8.2. Subject to your manager's agreement, flexible working hour arrangements may operate for you or a group of employees in a work unit in accordance with APRA's policies and procedures.

Coreless variable hours

8.3. Subject to your manager's agreement, you may work variable hours in any grouping with no requirement to be on-site during the core hour periods; for example, an employee may work 6.00am to 8.00am, 12.00 noon to 3.00pm and 6.00pm to 8.30pm five days per week, or any other combinations, provided the time you spend at work averages 76 hours per fortnight.

Compressed work week

8.4. Under a flexible working hours arrangement you may work additional daily hours to provide for a shorter working week.

Make up time

8.5. Apart from personal leave provided under Clause 15 of this Agreement, under an informal arrangement, you and your manager may agree that a period of time taken off for personal/family reasons is made up after the event without loss of pay.

Job sharing

8.6. Under a part-time work arrangement you and another or more employees may voluntarily share the duties and/or responsibilities of one role, dividing the remuneration, holidays and other benefits according to the number of hours that are individually worked.

Flexible use of long service leave

8.7. Subject to your manager's approval, you may utilise long service leave entitlements to provide reduced work time on a regular basis. However, the minimum period of leave cannot be less than 7 consecutive calendar days per month.

Telecommuting

8.8. You may undertake regular performance of work-related tasks in a home-based office environment using telecommunications equipment to communicate with the office in accordance with APRA's policies and procedures.

Purchased additional 'leave'

8.9. Subject to your manager's agreement and renewed annually, you may be granted additional leave in a 12 month period with a corresponding reduction in your total remuneration package over the period. For example, for an additional 2 weeks' leave the ratio would be 50/52; for an additional 4 weeks' leave the ratio would be 48/52; for additional 8 weeks' leave the ratio would be 44/52.

Variable work year

8.10. Subject to your manager's agreement and renewed annually, you may work a period of years at a reduced total remuneration package rate to provide for an extended period of paid leave; for example, 4 years working at 80% of total remuneration package provides one year's leave at 80% of total remuneration package.

Family leave/Sabbaticals

8.11. Subject to Clause 19, you may be granted leave without pay for a period of up to 3 years (renewed annually) for the purpose of family responsibilities and up to 2 years for career/personal development. Additional approval is required where you undertake outside employment during a period of leave granted under this provision.

Mature age staffing initiative

8.12. APRA is committed to implementing measures to retain the skills, expertise and corporate knowledge of staff approaching retirement and facilitate appropriate 'transition to retirement' arrangements. APRA will support older staff to remain in the workforce by:

- promoting the availability of flexible working arrangements, including part-time employment, job-sharing and home-based work, as specific options for older staff;
- facilitating the transfer of corporate knowledge prior to retirement through mentoring and other arrangements;
- raising awareness, through relevant training, information and education programs, of the principles and options for retaining and supporting older staff;
- eliminating any potential employment-related disadvantages based on age within APRA, and
- facilitating arrangements to allow staff aged 55 or over who are still in the workforce to access their superannuation as a non-commutable income stream once they reach their preservation age.

All 'transition to retirement' arrangements must be agreed by both APRA and the individual on a case-by-case basis in accordance with the Human Resources Policy Manual.

Pre-retirement leave

8.13. You may use 2 days personal leave without certificate to:

- attend an approved retirement planning seminar organised by APRA (at APRA's expense); and

- subsequently attend a financial consultant/accountant for financial retirement planning (at your expense).

9 MEAL BREAKS

When you can take meal breaks

You must take an unpaid meal break of at least 30 minutes after each 5 hours worked. The time at which this meal break may be taken will be agreed between you and your manager.

Your meal breaks will not be counted as time worked.

10 TERMS OF ENGAGEMENT AND PAYMENT

Your engagement

- 10.1. Subject to Clause 21, your employment will be ongoing unless you are a casual employee or your engagement is for a fixed period, as detailed in your letter of offer. If you are engaged on a fixed term of 12 months or less, sub-clauses 11.10 to 11.18 inclusive do not apply to you. You will be paid by the fortnight unless you and APRA otherwise agree. Your pay will be calculated on the basis of your total remuneration package being divided by 26. If you are a full-time employee, your hourly rate of pay is based upon an average of 38 hours each week over a 12 month period.

Probationary Period

- 10.2 On initial engagement as an on-going employee, you are subject to a probationary period of 6 months, as specified in your letter of offer. During this period your performance will be regularly monitored and assessed by your manager. At any time during this probationary period you or APRA may terminate your employment for any reason by giving 1 week's notice to the other. APRA may however make payment to you of 1 week's pay in lieu of notice.

This sub-clause does not apply to you, if you are engaged as a graduate trainee in accordance with sub-clause 10.5.

How will you be paid?

- 10.3. Payment will be made direct to your nominated bank (or like) account by electronic funds transfer.

You can ask for deductions from your pay

- 10.4. APRA may deduct moneys from your pay for payment to others on terms consistent with the Act and its Regulations. APRA encourages the use of alternative direct debit arrangements and it will not unreasonably withhold agreement to make such deductions.

Graduate Trainees

- 10.5. If you are engaged as a Graduate Analyst, your first 12 months of employment will be as a fixed term trainee. At any time during this traineeship, you or APRA may terminate your employment for any reason by giving one week's notice to the other. APRA may however make payment to you of 1 week's pay in lieu of notice. On the satisfactory completion of your traineeship, you will be appointed on an on-going basis to the role of Analyst in Pay Band 2 and you will receive a total remuneration package which is not less than your total remuneration package at the time of appointment plus 10%, or the minimum rate for the higher band, whichever remuneration is the greater. If, after a further 12 month period, you satisfy criteria outlined in APRA's Career Progression Model,

you will have your total remuneration package increased to a position within at least the upper half of Pay Band 2.

11 PAY BANDS, WORK ALLOCATION AND REWARD

Definition

11.1 The APRA reward system provides for a:

- fixed pay component based on the growth of individuals over time within the organisation; and
- variable pay component based on performance-linked bonuses.

For the purposes of this clause remuneration means **total remuneration package (TRP)**. Total remuneration is inclusive of cash component, employer superannuation payments, fringe benefits and any tax liability applying to fringe and other benefits. **Total reward** means your TRP plus any bonus you may receive arising out of your annual performance review.

Total Remuneration Packaging

11.2 You and APRA agree to enter into a total remuneration packaging arrangement that is consistent with this Agreement and the Human Resources Policy Manual and any applicable legislation or guidelines administered by or of the Australian Taxation Office, in which case the amount that is the total of the cash component and the cost to APRA of providing any employment benefits shall not exceed your TRP. You may reasonably vary this arrangement from time to time. Subject to sub-clause 11.4 the cash component cannot be less than 50% of your TRP.

'Salary Sacrifice'

11.3 You and APRA may enter into a 'salary sacrifice' arrangement that is consistent with this Agreement and the Human Resources Policy Manual, in which case the amount that is the total of your cash component of total remuneration package and the cost to APRA of providing any employment benefits must not exceed your TRP. Payment for leave purposes will be at the cash component of your total remuneration package. 'Salary sacrifice' arrangements continue while you are on leave. You may reasonably vary this arrangement from time to time.

Cash component of TRP

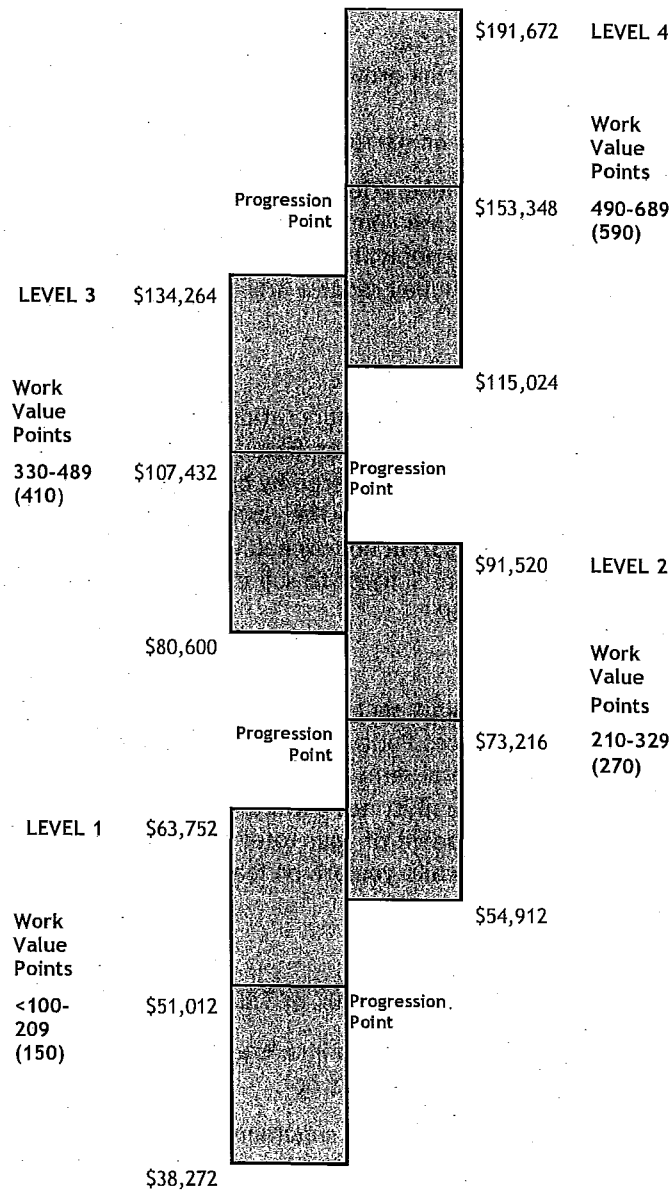
11.4 The cash component shall be not less than 50% of TRP except to give effect to:

- an approved application for participation in a 'transition to retirement' arrangement made in accordance with sub-clause 8.12; or
- an application lodged for the splitting of superannuation contributions with a spouse; or
- concessional superannuation contributions that are not in excess of the cap set by the government, i.e. \$25,000 with transitional arrangements applying for any staff member aged 50 years and over who may make up to \$50,000 in concessional contributions without breaching the cap in the financial year 2011/12 and as adjusted subsequently by the government from time to time.

Where one of the above exceptions applies, the aggregate total of all other non-cash packaged items, apart from superannuation, cannot exceed 50% of TRP.

Pay Bands and Total Reward

11.5. The work covered by this Agreement at its commencement will be allocated to pay bands as follows:



Your appointment to a pay band

11.6 You will be engaged at a TRP within a designated pay band. Your particular pay band level will be assigned according to the Mercer CED Work Value Points for the role you are performing.

How your remuneration is determined

11.7 You will be paid within the TRP range for your pay band, as determined from time to time by APRA in accordance with the Remuneration Review Guidelines.

Pay policy and procedure will be uniform

11.8 APRA will apply a uniform pay policy to all employees, as outlined in the Remuneration Review Guidelines.

Adjustment of the pay bands

11.9 During the term of this 3 year Agreement, the minimum and maximum rates of pay bands will be adjusted on the first pay period after 1 July in 2012 and 2013 in accordance with general market movements provided in Mercer's annual remuneration survey.

Your TRP will not be reduced by pay band adjustments made as a result of the operation of this clause nor will the minimum or maximum rates be reduced.

You cannot receive a TRP that is below the minimum of your pay band, except where your performance rating is below C at the time the pay band is adjusted. If that occurs, you cannot receive a payment by way of increase in your TRP or a lump sum until your performance returns to a minimum C rating.

Where your TRP is above the maximum of your pay band at the time the pay band is adjusted, you will not receive any further increase in your TRP by the reason of the adjustment in the pay band, until your TRP falls within the pay band.

Remuneration Review

11.10 For the term of this 3 year Agreement, an annual remuneration review will be conducted effective from the first pay period of July each year commencing from July 2011.

A guaranteed minimum of 4% of APRA's total remuneration budget will be expended for pay increases arising from the annual remuneration review. Additional funding, as determined by APRA, will be provided for pay adjustments due to progressions arising out of an application of the Career Progression Model.

You will not be entitled to an annual remuneration review, if you are:

- subject to a probationary period of 6 months, as specified in sub-clause 10.2; or
- a graduate employee engaged in accordance with sub-clause 10.5 in your first two years of employment; or
- a fixed-term employee whose term is 12 months or less; or
- a casual employee who has been engaged for 12 months or less.

The following applies to on-going and fixed term employees only:

If your TRP is increased flowing from this review, it will vary your position in the remuneration range specified for the band designated as applying to your job role as set by sub-clauses 11.4 and 11.8.

The remuneration review will take into account an assessment of your contribution to APRA flowing from the application of the band positioning tool for your pay band, which includes:

- the acquisition and application of capabilities identified for your role in the APRA capability framework; and
- a minimum performance rating of C.

Arrangements for the conduct of the annual remuneration review, including details of the band positioning tool and APRA capability framework are included in the Remuneration Review Guidelines.

The following applies to casual employees only:

If you are eligible for a remuneration review, your hourly rate of pay will be reviewed taking into account an assessment of your contribution to APRA, including at least a satisfactory or effective level of performance, as outlined in the Remuneration Review Guidelines.

Career Progression Model

11.11 The Career Progression Model charts career progression for APRA staff at Levels 1 to 4. The model identifies technical and generic skills and provides encouragement for staff to follow a career path with primary focus on prudential supervision and supervisory support.

Specific details about the capabilities associated with each level, the on-the-job experiences, resources, structured courses available to assist you in acquiring them, and the assessment processes for moving beyond the middle-of-the-range progression point or to a higher pay band for prudential supervision and supervisory support are located in the Career Progression Guidelines.

Career Progression between levels

11.12 The Career Progression Model provides for specific capability-based progression between levels for roles from Levels 1 to 4 for prudential supervision and supervisory support staff only.

The application of career progression between levels in corporate and administrative support functions will be limited to roles from Levels 1 to 2 only on a case-by-case basis.

Career Progression beyond the progression point of a pay band

11.13 If your TRP is below the middle-of-the-range progression point for your pay band, you may move beyond the progression point according to the assessment process set out in the Career Progression Guidelines. This process applies to all Level 1 to 4 roles in APRA.

Performance Review

11.14 An annual performance review will take place over a 12 month period with quarterly performance feedback discussions during that period commencing on 1 July each year and ending on 30 June the following year, subject to you not being:

- on a probationary period of six months, as specified in sub-clause 10.2; or
- a graduate employee engaged in accordance with sub-clause 10.5 in your first year of employment; or
- a fixed-term employee whose term is 12 months or less; or
- a casual employee.

The annual performance review will be conducted in accordance with the Performance Management Guidelines. The Performance Management Guidelines will be published annually in May each year prior to the commencement of the next year's performance review cycle.

The Performance Management Guidelines will be developed and modified in consultation with the staff representatives of the Staff Consultative Group.

The annual performance review will assess you against the Key Result Areas and performance criteria over the preceding 12 months that were set through your participation in APRA's performance management system.

If as a result of your annual performance review, you receive a performance rating of either A, B or C, as described in the Performance Management Guidelines, you will receive a cash bonus within the following ranges:

Performance Rating	C	B	A
Level 4	\$4,792 - \$7,667	\$7,859 - \$13,417	\$13,609 - \$24,917
Level 3	\$3,357 - \$5,371	\$5,505 - \$9,398	\$9,533 - \$17,454
Level 2	\$2,288 - \$3,661	\$3,752 - \$6,406	\$6,498 - \$11,898
Level 1	\$1,594 - \$2,550	\$2,614 - \$4,463	\$4,526 - \$8,288

If you meet the criteria outlined above but have not completed a full annual performance review year, any bonus will be pro-rated for the period you have completed.

During the term of this 3 year Agreement, the minimum and maximum rates of the performance bonus ranges will be adjusted in July each year by recognition of the same general market movements provided in Mercer's annual remuneration survey.

Payment of any bonus arising out of the annual performance review will be made on the last pay day before Christmas each year and is subject to you still being an APRA employee on the date. If the last pay day before Christmas falls after 20 December then the payment of any bonus will be brought forward to the preceding pay day. However, where staff members are retrenched or retire between the end of the performance review cycle (i.e. 30 June each year) and the last pay day before Christmas each year, they will be eligible to receive any outstanding performance bonus at the time of departure.

Each review year for the term of this 3 year agreement, a minimum of 6.5% of APRA's total remuneration budget will be made available for bonuses arising from the annual performance review. Once the size of the performance bonus pool has been determined by executive management, all funds will be distributed. This includes distributing any unpaid bonus amounts arising from staff departures between 30 June and the last pay day before Christmas each year.

Gratuities

11.15 APRA, at its absolute discretion, may grant you a gratuity in respect of exceptional achievements in your employment. If a gratuity is granted to you in accordance with this sub-clause it will be paid to you as a lump sum.

What happens if you are promoted or achieve a career progression to a higher pay band?

11.16 In accordance with the Recruitment and Selection Guidelines and the Career Progression Guidelines, APRA may promote you to a role in a higher pay band or, after assessment, achieve a career progression to a higher pay band, and in each such case you will receive a TRP, which is not less than your TRP at the time of the promotion plus 10%, or the minimum remuneration for the higher band, whichever remuneration is the greater.

How you will be paid for temporary work in a higher pay band?

11.17 If, for more than 20 consecutive working days, you perform all the duties of a role in a higher pay band, you will be paid:

- not less than the minimum rate for the band in which you are temporarily working; or
 - your current TRP plus 10%;
- whichever is greater.

Handover period not counted

11.18 When the amount of time for which you perform all of the other duties of a role are calculated, APRA will not count any handover period during which the employee you are relieving is still working.

12 PUBLIC HOLIDAYS

Which public holidays will you be paid for?

12.1 In addition to any other leave entitlements you have under this Agreement, the following days will be observed as holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Easter Sunday
- Anzac Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Eight Hours Day/Labour Day

and

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 from counting as a public holiday.

APRA will declare an additional paid holiday

12.2 APRA will provide an additional paid holiday to be taken between Christmas and Australia Day, which will be treated as a public holiday for the purposes of the Agreement.

What happens if another day is substituted for the listed day?

12.3 If your State, Territory or locality declares another day as a public holiday in substitution for one of the days listed in this clause, the substituted day will be observed as a holiday instead of the listed day.

What if a public holiday falls on a weekend?

12.4 If Christmas Day falls on a Saturday or Sunday, 27 December will be observed as a holiday instead. If Boxing Day falls on a Saturday or Sunday, 28 December will be observed as a holiday instead. If New Year's Day, Australia Day or Anzac Day fall on a Saturday or Sunday, the next Monday will be observed as a holiday instead.

You can agree with your manager to substitute another day for a public holiday

12.5 If you and your manager agree, another day may be substituted for any of the holidays listed in this clause, in which case you will not be paid a loading for working on the listed day.

13 PARENTAL LEAVE

- 13.1 If you are not a casual employee, you are entitled to parental leave in accordance with the provisions of Schedule A to this Agreement. Schedule A forms part of this Agreement.
- 13.2 If you are a casual employee, you will be entitled to unpaid parental leave in accordance with the Act, with particular reference to sub-section 67(2).

14 ANNUAL LEAVE AND LEAVE LOADING

Amount of leave

- 14.1 APRA will grant you 20 days paid leave in each 12 months of continuous service by you with APRA. The amount of leave will accrue progressively during a year of service according to your ordinary hours of work and will accumulate from year to year. If you are working part-time as contemplated by Clause 7 your entitlement will accrue on a pro-rata basis.

How annual leave is to be taken

- 14.2 Annual leave will be credited, granted, taken and administered in accordance with the Act and the Human Resources Policy Manual.

Leave loading included in remuneration

- 14.3 The pay bands set out in Clause 11 include provision in respect of the 17.5% annual leave loading. Accordingly, no separate payment for the leave loading will be made.

Public holidays not counted as annual leave

- 14.4 APRA will not count public holidays as annual leave.

Absences that do not count for leave accrual

- 14.5 Annual leave will not accrue for any period of unauthorised leave or unpaid leave.

Leave to be taken

- 14.6 APRA recognises the benefits of ensuring that you utilise annual leave and will, whenever practicable, encourage leave to be taken as it accrues and avoid accumulation of leave. Consistent with this objective and in accordance with the Human Resources Policy Manual, APRA may, after consultation, reasonably require you to take leave.
- 14.7 You may, with the agreement of your manager, take the full amount of annual leave you have accrued in your employment with APRA. Leave in advance of the amount that has accrued will not be granted.

Cashing out annual leave

- 14.8 You may request, in writing, with approval entirely at APRA's discretion taking into account any budgetary and health and well-being implications, to cash out an amount of your credited annual leave entitlement. Annual leave will not be paid out if the payout would result in your remaining accrued entitlement to paid annual leave being less than 4 weeks (or the pro-rata equivalent if you are a part-time employee). Any cashed out annual leave will be calculated on your TRP.

APRA will pay you for leave you have not taken if your employment ends

14.9 If you terminate your employment or APRA ends your employment, you will be paid for accrued but untaken annual leave. Any untaken leave on cessation will be calculated on your TRP.

15 PERSONAL/CARER'S LEAVE

Definition

15.1 Personal/Carer's leave is:

- (a) leave in respect of personal illness or injury;
- (b) leave to care for or support:
 - your spouse (including your former spouse, de facto spouse, former de facto spouse or same sex spouse)
 - any of the following relations of you or your spouse:
 - father or mother
 - sister or brother
 - daughter or son (including adopted, step or ex-nuptial child)
 - grandfather or grandmother
 - grandchild
 - a member of your immediate household
- (c) leave to attend to urgent personal business affecting you or your family.

Personal/Carer's leave not limited

15.2 APRA will permit you to take unlimited personal/carer's leave, provided that such leave is used in accordance with the terms of this clause. If you are engaged on a fixed term of 12 months or less or as a casual employee (except where you are engaged as a Graduate Analyst in accordance with sub-clause 10.5), you are not entitled to unlimited personal/carer's leave.

If you are engaged on a fixed term of 12 months or less, you are entitled to paid personal/carer's leave which accrues at the rate of 9.5 ordinary hours (1.25 days) for each completed month of employment.

If you are a casual employee, you are not entitled to paid personal/carer's leave. You are entitled to unpaid carer's leave of 2 days in accordance with the Act for each occasion when a member of your immediate family or household requires care or support because of a personal illness or injury or is affected by an unexpected emergency.

APRA will approve payment for all requests for personal/carer's leave which comply with the requirements set out in this clause.

You must give notice of your absence

15.3 When you are aware that you are unable to attend for work due to illness or for caring purposes, you must notify your manager as soon as possible on the day of the absence. You must also advise your manager of the reason for the absence and its estimated duration.

Medical certificates

- 15.4 APRA reserves the right to require, on prior notice, medical certificates in instances of frequent short duration and longer-term absences on personal/carer's leave.

You must give APRA a medical certificate detailing the medical reasons for your absence or the medical condition of the person you are caring for if you are absent for purposes relating to leave under (a) and (b) for more than 2 consecutive days. You must supply this certificate within 24 hours of returning to work or, in the case of absences of 5 days or more, as soon as practicable after commencing the leave and where possible within 48 hours of starting the leave. The medical certificate may be mailed, faxed or e-mailed to Human Resources.

Independent medical examination in certain circumstances

- 15.5 APRA may at any time refer you for an independent medical opinion at its expense and, as a consequence of that opinion, reserves the right to limit the duration of paid personal/carer's leave.

16 COMPASSIONATE LEAVE

Your entitlement to this leave

- 16.1 If you are not a casual employee, you are entitled to 3 days paid compassionate leave on each occasion when a member of your immediate family or household:
- contracts a personal illness that poses a serious threat to his/her life;
 - sustains a personal injury that poses a serious threat to his/her life; or
 - dies.
- 16.2 If you are not a casual employee and one of your immediate family members dies outside Australia and you travel outside Australia to attend the funeral then you are entitled to up to 2 more days paid leave to attend the funeral.
- 16.3 Casual employees are entitled to 2 days unpaid compassionate leave on each occasion when a member of your immediate family or household:
- contracts a personal illness that poses a serious threat to his/her life;
 - sustains a personal injury that poses a serious threat to his/her life; or
 - dies.
- 16.4 You are required to provide APRA with any documentary evidence that APRA reasonably requires regarding the illness, injury or death.
- 16.5 For the purposes of this Clause 16, the term 'immediate family' includes:
- your spouse (including your former spouse, de facto spouse, former de facto spouse or same sex spouse); and
 - any of the following relations of you or your spouse:
 - father or mother
 - sister or brother
 - daughter or son (including adopted, step or ex-nuptial child)
 - grandfather or grandmother; or
 - grandchild

17 LONG SERVICE LEAVE

APRA will provide you with long service leave benefits in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976 (Cth)*. These are summarised in Schedule B. Schedule B forms part of this Agreement. The minimum period of leave that may be taken is 7 consecutive calendar days. Any payment in lieu of long service leave on cessation will be calculated on your TRP.

18 JURY SERVICE LEAVE

What you must do if selected for jury service

18.1 If you are selected for jury service you must inform APRA as soon as practical of the anticipated period you will be absent from work on jury service. You must give APRA proof of your attendance, the duration of your attendance and evidence of the amount you received in respect of jury service.

Paid leave

18.2 If you are not a casual employee, APRA will grant you fully paid leave for jury service on the condition that any allowance received from the Court is paid to APRA.

19 DEFENCE RESERVISTS AND OTHER LEAVE

Defence reservists leave

19.1 If you are not a casual employee and you are a defence reservist, you are entitled to the following additional forms of leave and entitlements:

- 4 weeks (20 working days or 28 calendar days) leave on full pay each year for reservists undertaking defence service;
- an additional 2 weeks paid leave to allow for a reservists' attendance at recruit/initial employment training;
- scope for additional leave for defence service, either on a paid, unpaid or top-up pay basis;
- you are not required to pay any of your tax-free reserve salary to APRA in any circumstances;
- you are allowed to accumulate defence leave entitlements and be taken over a 2 year period;
- you have leave for defence service, whether with or without pay or on top-up pay, treated as service for all purposes - the exception being that a period or periods of leave without pay in excess of six months not count as service for annual leave purposes; and
- you have continued access to other components of your TRP, e.g..superannuation (subject to the rules of the CSS, PSS and Military Superannuation and Benefits Scheme), studies support, remuneration and performance reviews, and other 'salary sacrifice' arrangements, during periods of Defence service.

Casual employees are entitled to the above additional forms of leave and conditions, except that all forms of leave will be on an unpaid basis.

Other leave

19.2 Other leave, paid or unpaid, may be granted subject to any conditions outlined below and any policies and procedures detailed in the Human Resources Policy Manual. Such forms of other leave may include but are not limited to:

Leave Without Pay

- For leave without pay for a period less than one month, an application may be approved by your immediate manager.
- For leave without pay for a period of one month or more, an application must be approved in accordance with the Human Resources Policy Manual.
- All leave without pay applications are subject to all annual leave being utilised prior to the commencement of the leave without pay.

Community Service Leave

- If you are a member of a volunteer organisation engaged in an activity that involves dealing with an emergency or natural disaster such as fire fighting, flood relief, civil defence or rescue body, including regular training, reasonable recovery time and ceremonial duties you may be allowed leave without loss of pay or entitlements.

Blood Bank Attendance

- Paid leave may be granted to donate blood, subject to the production of a Certificate of Attendance from the Blood Bank.

Ceremonial Leave

- APRA may grant you leave without pay, if you are an employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:
 - connected with the death of a member of your immediate family or extended family;
 - for other ceremonial obligations under Aboriginal or Torres Strait Islander law.
- The maximum period of ceremonial leave that you may be granted is 10 days in any 2 year period.
- Ceremonial leave is in addition to bereavement leave.
- Ceremonial leave does not count as service for any purpose.

Additional forms of other leave may be granted in accordance with the Human Resources Policy Manual. Casual employees may access other forms of leave but in all instances it will be on an unpaid basis.

20 SUPERANNUATION

Application of the Superannuation Guarantee Legislation

20.1 In every case APRA's contribution to a superannuation fund or Retirement Savings Account in respect of your employment will comply with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Where will your superannuation contributions go?

- 20.2 APRA will contribute to the fund of your choice so long as that fund is a regulated fund in accordance with the provisions of the *Superannuation Industry (Supervision) Act 1993* (Cth). If you do not nominate a fund to APRA for contribution purposes, APRA will make the required contributions to AGEST Super.

Level of APRA's contributions

- 20.3 APRA will contribute to your chosen fund (or AGEST Super if you do not nominate the fund) at the rate required by the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended from time to time. At the time of making this Agreement the level of contribution is 9% of your 'salary for superannuation purposes'. As part of APRA's remuneration packaging policy you can elect to have APRA contribute an additional amount on your behalf to a regulated fund. In all cases, the value of contributions made by APRA will be included as part of your total remuneration package. Any increase in the rate of contribution required by the Superannuation Guarantee (Administration) Act 1992, as amended from time to time, will be absorbed into your TRP.

How is the value of APRA's contribution determined?

- 20.4 The value of contributions made by APRA will be the actual contributions made on your behalf or, if you transferred from a predecessor agency and are a member of a defined benefits scheme, APRA will make contributions at the 'entry age normal contribution factor' to your 'salary for superannuation purposes'. Where applicable, your factor was included in Schedule C of your initial Australian Workplace Agreement made in 1999, which continues to form part of this agreement. Any increase in your TRP will increase the value of APRA's contribution. This includes predecessor agency staff who are members of a defined benefit scheme.

What is 'salary for superannuation purposes'?

- 20.5 'Salary for superannuation purposes' is that portion of your TRP on which both APRA's and your superannuation contributions (and your benefits where they are based on salary) are calculated.

Your 'salary for superannuation purposes' will be the cash component plus fringe benefits and any tax liability applying to fringe and other benefits of your TRP or, if you transferred from a predecessor agency and are a member of a defined benefits superannuation scheme, at the 'salary for superannuation purposes percentage' of your TRP detailed in Schedule C of your initial Australian Workplace Agreement made in 1999, which continues to form part of this agreement.

21 TERMINATION OF EMPLOYMENT

How can your employment be terminated?

- 21.1 Subject to sub-clause 22.5, your employment may be terminated by APRA giving you notice or payment in lieu of such notice according to the Table below:

Employee's period of continuous service with employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

If you are more than 45 years of age and have completed at least 2 years continuous service with APRA, the period of notice in the table is increased by 1 week.

How can you terminate your employment?

21.2 If your role is at Levels 2 to 4, you can terminate your employment by giving APRA 4 weeks' notice in writing. If your role is at Level 1, you can terminate your employment by giving APRA 2 weeks' notice in writing.

Serious Misconduct

21.3 APRA, however, may dismiss you without notice at any time for serious misconduct. In such circumstances APRA is liable to pay you only up to the time of your dismissal.

Abandonment of employment

21.4 If you are absent for more than 5 working days,

- without communication to APRA;
- without reasonable explanation; and
- in circumstances where APRA could not reasonably, after due inquiry, have been aware of any reasonable grounds for your absence,

APRA will be entitled to treat you as having resigned and your employment terminated at your initiative.

22 REDUNDANCY

APRA has the right to determine staff numbers

22.1 APRA has the right to determine at its absolute discretion the numbers and classification of employees it requires to carry out the functions and exercise the powers required of it under the provisions of the *Australian Prudential Regulation Authority Act 1998* (Cth).

APRA to consult

22.2 In the event that APRA decides that it no longer requires your services, it will advise you in writing and will immediately consult with you. The consultation period provided by this clause will continue for 4 weeks (or such shorter period if agreement can be reached with you on your redundancy) from the date on which you are advised in writing that your services are no longer required by APRA. During such consultation you will be advised of the circumstances and the terms and conditions applying to the redundancy relating to your employment. You may decide, for the purposes of this consultation, to be represented by a person or organisation. Representatives must be appointed in writing and a copy of the appointment provided to APRA.

Redeployment to be explored

22.3 During the consultation period APRA will make every reasonable endeavour to explore the possibility of redeploying you within its operations. In the event that APRA determines that redeployment is not practical the redundancy will proceed.

Severance pay

22.4 If you are made redundant, you will be given severance pay, as outlined in the following table:

Length of service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
From 4 years service and beyond	For each year beyond 4 years' service, 2 weeks remuneration for each completed year of continuous service with APRA plus a pro-rata payment for each completed month of service, up to a maximum sum payable as severance pay on termination of 48 weeks.

Where additional severance pay benefits applied to former employees of the Reserve Bank of Australia or Financial Institution Scheme organisation who transferred to APRA, Schedule C of your initial Australian Workplace Agreement made in 1999 continues to form part of this Agreement.

Notice of termination in addition to severance pay

22.5 In addition to severance pay you will be entitled to 4 weeks' notice of termination or, if you are 45 years of age or more, 5 weeks' notice of termination.

Calculation of severance pay and notice of termination

22.6 Severance pay and notice of termination are calculated on your TRP.

Part-time employees' entitlement to severance pay

22.7 If you work part-time in accordance with sub-clause 7.2 and you are declared redundant your severance pay will be calculated on a pro-rata basis in respect of the periods you were employed on a part-time basis.

Exclusion from entitlement to severance pay

22.8 Severance pay will not be payable if APRA finds you acceptable alternative employment which is comparable to your previous employment and remuneration with APRA.

22.9 If your employment is terminated for conduct justifying instant dismissal or if you are employed for a specific period of time or for a specified project or task, APRA will not pay you severance pay.

23 NATIONAL EMPLOYMENT STANDARDS

23.1 Your entitlements under Clauses 7, 8, 12, 13, 14, 15, 16, 18, 19, 21, 22 and Schedule A under this Agreement:

- are in accordance with the National Employment Standards, and
- where applicable, are provided in satisfaction of, and not in addition to, entitlements under the National Employment Standards.

23.2 If a provision of the National Employment Standards is more favourable than the entitlements under this Agreement, the applicable provision of the National Employment Standards applies.

24 DISPUTE RESOLUTION PROCEDURE

24.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this Clause sets out procedures to settle the dispute.

24.2 You may appoint a representative for the purposes of the procedures in this term.

24.3 In the first instance, you and APRA must try to resolve the dispute at the workplace level, by discussions between you and another or more employees and relevant supervisors and/or management.

24.4 If discussions at the workplace level do not resolve the dispute, you or APRA may refer the matter to Fair Work Australia.

24.5 Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

A decision that Fair Work Australia 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.

24.6 While you and APRA are trying to resolve the dispute using the procedures in this Clause:

- (a) you must continue to perform your work as you would normally unless you have a reasonable concern about an imminent risk to your health or safety; and
- (b) you must comply with a direction given by APRA 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 you to perform; or
- (iv) there are other reasonable grounds for you to refuse to comply with the direction.

24.7 You and APRA agree to be bound by a decision made by Fair Work Australia in accordance with this Clause.

25 HOW THIS AGREEMENT CAN BE VARIED OR TERMINATED

This Agreement can be varied or terminated in accordance with the relevant provisions of the Act.

26 FLEXIBILITY

26.1 You and APRA may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) this Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) allowances; and
- (b) the arrangement meets the genuine needs of you and APRA in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by you and APRA.

26.2 APRA must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in you being better off overall than you would be if no arrangement was made.

26.3 APRA must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes your name and APRA's; and
- (c) is signed by you and APRA and if you are under 18 years of age, signed by your parent or guardian; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement;
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how you will be better off overall in relation to the terms and conditions of your employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

26.4 APRA must give you a copy of the individual flexibility arrangement within 14 days after it is agreed to.

26.5 You or APRA 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 you and APRA agree in writing, at any time.

27 CONSULTATION

27.1 This Clause applies if:

- (a) APRA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on you or other employees of the enterprise.

27.2 APRA must notify you and other relevant employees of the decision to introduce the major change.

27.3 You and other relevant employees may appoint a representative for the purposes of the procedures in this Clause.

27.4 If:

- (a) you or other relevant employees appoint a representative for the purposes of consultation; and
- (b) you or other relevant employees advise APRA of the identity of the representative; APRA must recognise the representative.

27.5 As soon as practicable after making its decision, APRA must:

- (a) discuss with you and other relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on you and other relevant employees; and
 - (iii) measures APRA is taking to avert or mitigate the adverse effect of the change on you and other relevant employees; and
- (b) for the purposes of the discussion provide, in writing, to you and other 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 you and other relevant employees; and
 - (iii) any other matters likely to affect you and other relevant employees.

27.6 However, APRA is not required to disclose confidential or commercially sensitive information to you or other relevant employees.

27.7 APRA must give prompt and genuine consideration to matters raised about the major change by you or other relevant employees.

27.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of APRA, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

27.9 In this Clause, 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 APRA'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.

27.10 In this Clause, *relevant employees* means the employees who may be affected by the major change.

SCHEDULE A - PARENTAL LEAVE

(A) GENERAL PROVISIONS

1 Application

This Schedule is to be read in conjunction with the NES under the Act.

2 What is parental leave?

APRA will provide leave to you if you are about to become a parent through childbirth or adoption.

3 Will the leave be paid or unpaid?

If you have been a full-time or part-time employee and have had 12 months continuous service immediately before the date you start your leave, you will receive the first 14 weeks of maternity leave or adoption leave on full pay or the first 28 weeks on half pay. In the case of partner's leave, you will receive the first 2 weeks on full pay or the first 4 weeks on half pay.

4 Who is entitled to leave?

You must have had at least 12 months continuous service with APRA immediately before the date you start your leave.

5 What is continuous service?

Continuous service means unbroken service. Your service is not broken if you work part-time or if you take leave in accordance with this Schedule or any leave authorised by APRA.

6 What is the leave available for?

'Maternity leave' is for employees who become pregnant.

'Partner's leave' means the leave referred to in paragraph (C) 1 of this Schedule.

'Adoption leave' is for an employee taking on the principal caring role of a child under the age of 16 years.

7 How much leave is available?

You can take 52 weeks of leave. If your spouse is also an employee of APRA, you and your spouse between you can take paid and unpaid leave available under this Schedule, including Part B Maternity Leave, not exceeding a total of 66 weeks.

'Spouse' includes a de facto, same sex or former spouse.

8 Other leave entitlements

You can take any annual leave or long service leave either at full pay or half pay due to you at the same time as unpaid parental leave provided your total absence from work does not exceed the period of parental leave allowed unless your manager agrees that it may. You cannot take personal leave or other paid absences during unpaid parental leave.

9 What happens to your job?

- Your continuity of service

Your continuity of employment with APRA is not broken by your parental leave, however you do not accrue other entitlements such as annual or long service leave whilst you are away on

unpaid leave and your period on unpaid leave does not count as part of your total period of service with APRA.

- When you are ready to return

You must give at least 1 month's notice in writing of your intention to come back to work before the end of your leave. On returning (or at the end of the notice you have given) you are entitled to your previous position or to a position of equal status and at least the same remuneration. Your previous position is the position you held before starting leave or, if you moved to safe duties or a part-time position under these provisions, the position you held before you moved.

- You can shorten or lengthen your leave

Subject to the 66 week maximum which you and your spouse can take as parental leave (where your spouse is an APRA employee), you may extend your period of leave by giving APRA fourteen days' notice in writing of how much extra time you want to take. You may do this once as of right. If you want more than one extension you have to get APRA's agreement. You may also shorten the period with APRA's consent, by giving four week's notice of the period by which you want to shorten your leave.

You may request APRA to agree to a further period of up to 12 months unpaid parental leave immediately following the end of the available parental leave period.

- A replacement employee

APRA can employ a replacement employee to fill your position. Before employing the employee, APRA must tell the employee of the temporary nature of the employment and of your rights to return to work. If someone is temporarily promoted or transferred to your position and a replacement is employed for the promoted or transferred employee APRA must tell the replacement of the temporary nature of the employment and of the rights of the promoted/transferred employee to return to his/her position. APRA does not have to employ a replacement employee.

- Termination

Whilst on leave you or APRA can terminate your employment by giving the required notice. However APRA cannot terminate your employment because of your need for or absence on parental leave.

(B) MATERNITY LEAVE

1 When you can take leave

Maternity leave, including the paid leave referred to in paragraph A2 in this Schedule, may start up to 6 weeks before the expected date of birth of the child. Otherwise, maternity leave must start on the date of birth of the child. Except for three weeks after the time of birth you cannot take maternity leave at the same time as your spouse takes partner's leave.

Immediately after your child's birth you must take at least 6 weeks leave.

2 Notice and Documentation

You must give APRA a certificate from a registered medical practitioner stating that you are pregnant and the expected date of birth. You must give APRA this certificate at least 10 weeks before the expected date of birth. You must give APRA at least 4 weeks' notice in writing of the date on which you propose to start your maternity leave and the period of leave to be taken. At the same time you must give APRA a statutory declaration stating the amount of partner's leave

to be taken by your spouse and the details of any other authorised leave intended to be taken (or directly already taken) by you because of the birth or expected birth. It must also state that you will not engage in any conduct inconsistent with your contract of employment during your period of maternity leave.

When you are within six weeks of the expected date of birth APRA may, by giving you at least fourteen days notice, require you to start your maternity leave in the circumstances noted in paragraph 2A below.

You are not breaching this Agreement if you cannot give the amount of notice required, or provide a medical certificate or a statutory declaration, because of circumstances beyond your control.

2A When APRA may require you to start your leave

If you continue to work, during the period of 6 weeks before the expected date of birth, APRA may ask you to provide a medical certificate from a registered medical practitioner containing the following statement or statements of the medical practitioner's opinion:

- a statement of whether you are fit to work; and
- if in the medical practitioner's opinion you are fit to work, a statement of whether it is inadvisable for you to continue in your present position for a stated period because of:
 - (i) illness, or risks, arising out of the pregnancy; or
 - (ii) hazards connected with the pregnancy.

APRA may require you to start a continuous period of leave including (or constituted by) maternity leave as soon as reasonably practicable if:

- you do not provide the requested certificate within 7 days after the request; or
- within 7 days after the request, you give APRA a medical certificate stating that you are unfit to work.

You are not breaching this Agreement if you cannot provide a medical certificate because of circumstances beyond your control.

3 Transfer to safe duties

Where a registered medical practitioner considers it inadvisable for you to continue in your present job due to illness or risks arising out of your pregnancy or hazards connected with your work, then you must, if APRA considers it practicable, transfer to safe duties with no other change to the terms and conditions of your employment until the time you start your maternity leave. If safe duties are not practicable then you may, or APRA may require you to, take leave for whatever period the medical practitioner certifies as necessary.

4 Cancellation of maternity leave

If your pregnancy ends other than by the birth of a living child before you have started your maternity leave, APRA will cancel your leave. You may apply for special maternity leave under paragraph 5 below.

If this happens and you have started your leave, your entitlement to leave is not affected. APRA may give you written notice requiring you to return to work on a specified day. The specified day must be at least 4 weeks after the notice is given to you by APRA.

5 Personal leave while on maternity leave and special maternity leave

For an illness other than an illness relating to your pregnancy or the normal consequences of birth, you are entitled to take personal leave in accordance with the provisions of Clause 15 of this Agreement.

For an illness as a result of the pregnancy, you may take personal leave prior to commencing maternity leave, provided you comply with the provisions of Clause 15 of this agreement. The total personal leave taken for illness relating to your pregnancy must not be more than the total maternity leave available to you.

If your pregnancy ends within 28 weeks of the expected date of birth, you are entitled to unpaid special maternity leave, which a registered medical practitioner certifies as necessary.

(C) PARTNER'S LEAVE

1 When you can take leave

You may start partner's leave at any time within 12 months after the date of birth or adoption of the child. You can take 2 weeks of your leave on full pay or 4 weeks on half pay at the time of the birth or adoption. You can take a further unbroken period of up to 50 weeks or 48 weeks respectively, depending on whether you have taken the leave on full or half pay, where you are to be the primary care giver to your child but you cannot take this part of the leave at the same time as your spouse takes maternity or adoption leave if your spouse is an employee of APRA.

You may request APRA to agree to a further period of up to 12 months unpaid parental leave immediately following the end of the available parental leave period.

2 Notice and documentation

If you intend to take a period of paid partner's leave (i.e. 2 weeks on full pay or 4 weeks on half pay), you must:

- give APRA a certificate from a registered medical practitioner stating the name of your spouse, the fact she is pregnant and the expected date of birth or the date on which the birth took place at least 10 weeks before the date stated in the certificate; or
- give APRA a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with you for adoption purposes, or a statement from an appropriate Government authority confirming that you are to have custody of the child pending application for an adoption order and noting that you are not the primary care giver to the child. If you have received approval at the time of commencing employment with APRA you must notify APRA on commencing employment, and
- give APRA a written application for paid partner's leave, stating the first and last days of the period, as soon as reasonably practicable on or after the first day of the period of leave.

You are not in breach of this Agreement if you do not comply with these requirements due to circumstances beyond your control.

If you intend to take a period of unpaid partner's leave (i.e. up to 50 weeks or 48 weeks depending on whether you have taken your paid partner's leave at full-pay or half-pay), you must give APRA at least 10 weeks' notice of your proposed period of leave, and the starting and finishing dates of the leave. You must also give APRA, at the same time:

- a certificate from a registered medical practitioner stating the name of your spouse, the fact she is pregnant and the expected date of birth or the date on which the birth took place, at least 10 weeks before the date stated in the certificate; or

- a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with you for adoption purposes, or a statement from an appropriate Government authority confirming that you are to have custody of the child pending application for an adoption order and noting that you are not the primary care giver to the child; and
- a statutory declaration stating that you will be the primary care giver to the child, and the details of any maternity or adoption leave to be taken or already taken by your spouse, and also stating that you will not engage in any conduct inconsistent with your contract of employment during the period of partner's leave.

You are not in breach of this Agreement if you do not comply with these requirements due to circumstances beyond your control.

3 Cancellation of partner's leave

Where you have not started your leave and the pregnancy of your spouse ends other than by the birth of a living child or the adoption does not proceed, APRA will cancel your leave:

(D) ADOPTION LEAVE

1 When you can take leave

You can take leave where a child is placed with you for the purposes of adoption, except where the child is your own, or is the child of your spouse, or a child who has previously lived with you for a period of 6 months or more. You can only take leave if you are to be the primary care giver to the child and the child is less than 16 years of age. The leave must start on the day of the placement of the child. It can be taken in two periods, one of three weeks at the time of placement, and the rest at a later date, or in one unbroken period of up to 52 weeks. Your entitlement to 52 weeks will be reduced by any period of adoption leave to be taken by your spouse.

2 Notice and documentation

APRA requires a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with you for adoption purposes, or a statement from an appropriate Government authority confirming that you are to have custody of the child pending application for an adoption order. When you get notice that your application of adoption has been approved you must notify APRA as soon as reasonably practicable and within two months of getting the notice also notify APRA of the period or periods of adoption leave that you propose to take. If you have received approval at the time of commencing employment with APRA you must notify APRA on commencing employment.

Ten weeks before commencing leave you must give APRA notice in writing of the date of starting leave and the period of leave to be taken. As soon as reasonably practicable before the placement takes place, you must give notice in writing to APRA of the proposed date of starting any period of leave which you are taking at the time of the placement of the child. You are not in breach of this Agreement if you do not give the notice because of a requirement of an agency to accept earlier or later placement of a child, the death of the spouse, or other compelling circumstances.

You must also give APRA a statutory declaration stating whether you are taking short or long form adoption leave (or both), and the details of any other authorised leave intended to be taken (or already taken) by you because of the placement of the child, and details of any adoption leave (or other authorised leave) taken by your spouse, and that the child is an eligible child, and that

you intend to be the child's primary care giver while on adoption leave and that you will not engage in any conduct inconsistent with your contract of employment while on adoption leave.

3 Cancellation of adoption leave

APRA will cancel your leave if you have not started it and the placement of the child does not proceed. If you have started the leave and wish to return to work you must give notice to APRA of your intention to return to work, and APRA must nominate a time within four weeks for you to return to work.

4 Pre-adoption Leave

Two days unpaid leave is available to you when you are required to attend compulsory interviews or the adoption procedure. Where paid leave is available APRA has the option of paying you out of this leave.

(E) PART-TIME WORK

By agreement with APRA, you can work part-time to help you care for a child or during pregnancy.

1 Availability

If you are a parent or have responsibility for the care of a child you may request APRA for a change in your working arrangements in order to work part-time to assist you to care for the child.

If you are pregnant you can work part-time, by agreement, where it is necessary or desirable because of the pregnancy.

2 Return to work

Provided you have had 12 months continuous service with APRA before you start part-time work after the birth or adoption, you are entitled to return to your previous position, or a job of equal status and pay when you finish working part-time.

Working part-time does not break your continuous service with APRA. Entitlements such as annual leave will accrue on a pro-rata basis.

3 Applying part-time work agreement

Before starting part-time work, you and APRA must agree in writing that you may work part-time, and the days you will work and the commencing times for the work. You must also agree upon the classification to the work and the duration of part-time employment. This agreement can be varied if you and APRA agree. A copy of the agreement or any variation to it shall be given to you by APRA. APRA will not unreasonably refuse a request for part-time work of a minimum of three days per week during the first 12 months after the completion of maternity leave or adoption leave. The period of part-time work may be less than 3 days per week, subject to the agreement of both parties.

4 Further maternity leave or adoption leave following part-time work

Provided you have had 12 months continuous full time employment with APRA before commencing maternity leave or adoption leave, a further application for maternity leave or adoption leave made within 12 months after the completion of the previous maternity leave or adoption leave, will be treated on the basis that you are a full time employee, regardless of any current part time arrangements.

5 Termination of employment

You cannot be terminated merely because you seek to work or are working part-time under this section. Otherwise, normal termination provisions apply. Any termination entitlements shall be calculated on a pro-rata basis according to the period of full-time work and part-time work performed by you prior to termination.

By agreement APRA can ask you to work hours outside or in excess of those in the written agreement.

Where you are working part-time APRA can employ a replacement employee to also be employed part-time. However APRA must tell the replacement employee of the temporary nature of the employment and of your rights to resume full-time work in that or a similar position.

SCHEDULE B - LONG SERVICE LEAVE

This schedule summarises key aspects of your entitlement to long service leave. Additional long service leave entitlements may have applied to former employees of the Reserve Bank of Australia or Financial Institution Scheme organisation who transferred to APRA. In such circumstances, long service leave accrued until 30 June 1999 that was included in Schedule C of your initial Australian Workplace Agreement made in 1999 continues to form part of this Agreement.

1 Entitlement

Your entitlement to long service leave is conferred by the *Long Service Leave (Commonwealth Employees) Act 1976*.

2 What is the entitlement?

You are entitled to three months' paid leave at the completion of 10 years eligible service with APRA. Long service leave can be taken on full pay or half pay.

3 Accrual

Long service leave accrues at the rate of 0.3 of a month for each year of service. The accrual rate is based on hours worked and applies to all eligible service.

4 Do Annual Leave and Long Service Leave accrue while you are on Long Service Leave?

Annual leave and long service leave accrue at the normal rate and in the normal manner while you are on long service leave.

5 Can Long Service Leave be taken in combination with other forms of leave?

While you are on long service leave you may be granted Personal Leave (Clause 15), or Compassionate Leave (Clause 16), of not less than one day. You may have your long service leave re-credited or extend your absence on long service leave.

6 Long Service Leave on cessation of employment

If you cease employment with APRA for any reason after completing 10 years eligible service then you will be paid your accrued long service leave in full.

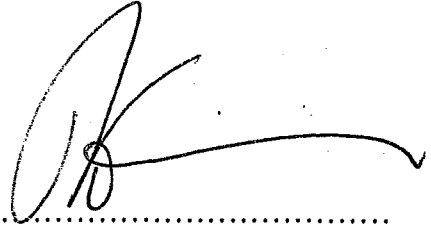
If after you have completed 1 year's service and your employment ceases because of retirement, redundancy, ill-health or death, pro-rata payment of accrued long service leave will be made.

7 Part-time Employment

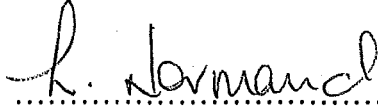
If you work part-time, as contemplated by sub-clause 7.2, your entitlement to long service leave, while you are so employed, will accrue on a pro rata basis.

EXECUTED as an Enterprise Agreement

SIGNED for and on behalf of the
AUSTRALIAN PRUDENTIAL REGULATION
AUTHORITY by Peter Vodicka in the
presence of:



)
)
)
) Name: Peter Vodicka
) Title: General Manager, Human Resources
) Address: 400 George Street, Sydney, NSW,
) 2000



Witness

Name (printed) LISA NORMAND.

SIGNED by Adam Heath as a
representative of the employees covered
by the Agreement in the presence of:



)
)
)
) Name: Adam Heath
) Title: Administration Manager
) Address: 400 George Street, Sydney, NSW,
) 2000



Witness

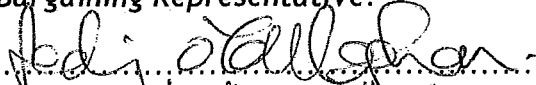
Name (printed) LISA NORMAND.

Bargaining Representative:



Full Name: YVONNE LIN
Title: SENIOR ANALYST
Address: 400 GEORGE ST, SYDNEY
Date: 11/4/2011

Bargaining Representative:



Full Name: Jodi O'Callaghan
Title: Senior Communications Advisor
Address: 400 George St, Sydney 2000
Date: 11/04/11

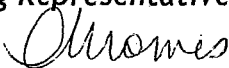


Bargaining Representative:



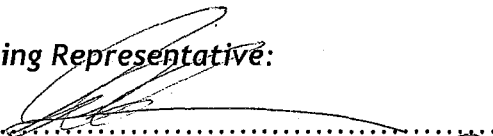
.....
Full Name: RYAN KOH
Title: PRINCIPAL ANALYST
Address: 400 GEORGE ST, SYDNEY
Date: 11/4/2011

Bargaining Representative:

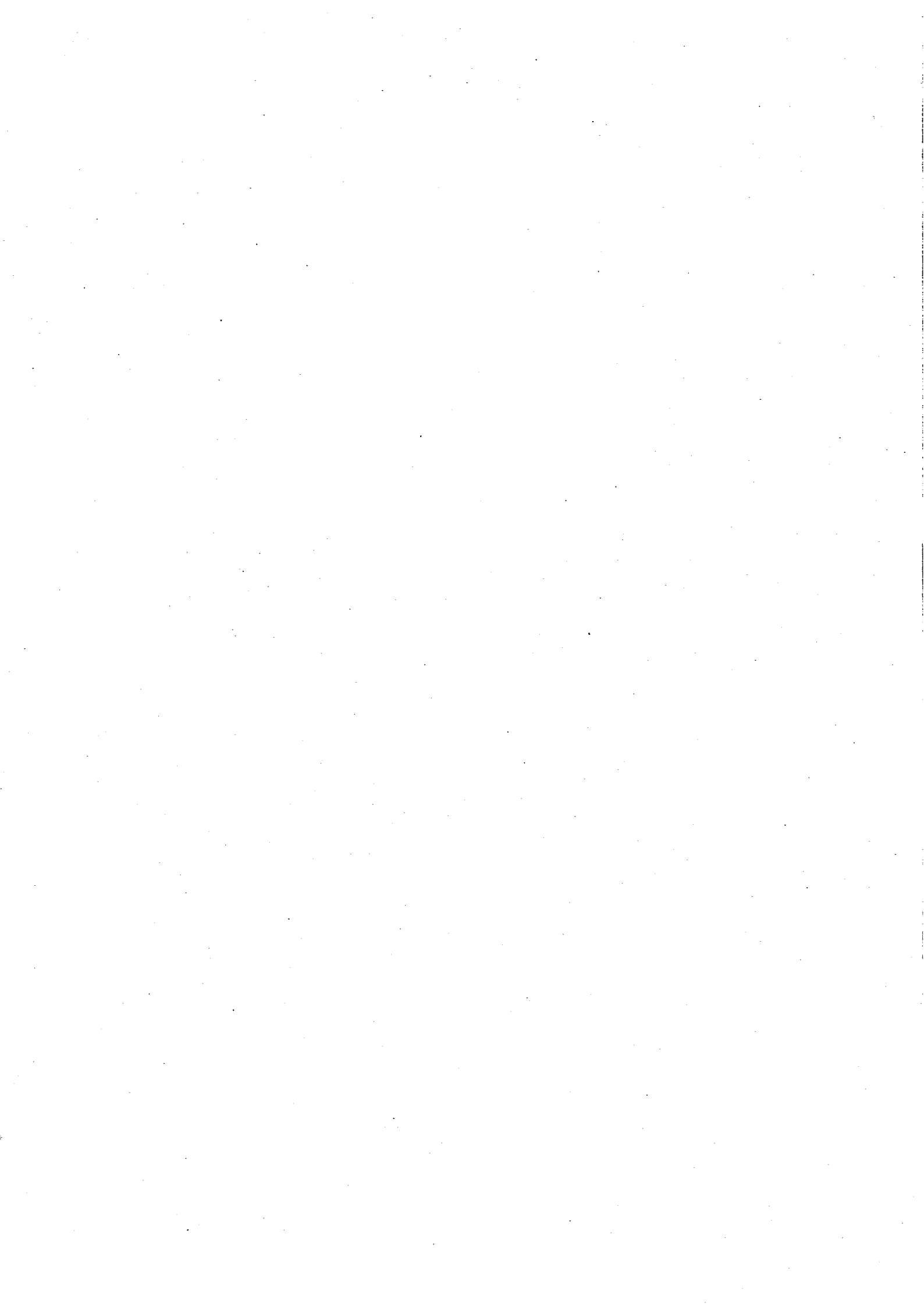


.....
Full Name: Carolyn MORRIS
Title: Manager, Policy Development
Address: 400 George Street, Sydney
Date: 11 April 2011


Bargaining Representative:



.....
Full Name: ANTHONY JAMES JUDE BRIEN
Title: MANAGER - INSURANCE RISK
Address: 400 GEORGE ST, SYDNEY NSW 2000
Date: 13 APRIL 2011



Bargaining Representative:


.....
Full Name: John William Livingston

Title: Principal Analyst

Address: L15, 520 St Georges Tce, Perth, WA.

Date: 11 April 2011

Bargaining Representative:

Ad

.....
Full Name: NATASHA QUIRK

Title: PRINCIPAL ANALYST

Address: 1A LOUISE AVENUE MONT ALBERT VIC 3127

Date: 11 APRIL 2011

