



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Prudential Regulation Authority
(AG2021/9228)

APRA ENTERPRISE AGREEMENT 2022

Commonwealth employment

DEPUTY PRESIDENT CROSS

SYDNEY, 25 MARCH 2022

Application for approval of the APRA Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement known as the *APRA Enterprise Agreement 2022* (**the Agreement**). The application was made pursuant to s.185 of the Fair Work Act 2009 (**the Act**). It has been made by Australian Prudential Regulation Authority. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] I note that clause 35.2 of the Agreement may be inconsistent with the National Employment Standards (NES), however noting the NES precedence term at clause 4 of the Agreement, I am satisfied that the NES will prevail to the extent of any inconsistency

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days from the date of this approval. The nominal expiry date of the Agreement is 1 April 2025.



DEPUTY PRESIDENT

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ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2021/9228

Applicant: Australian Prudential Regulation Authority

Application: Application for approval of the APRA Enterprise Agreement 2022

UNDERTAKING – section 190

I, Steve Matthews, Chief Operating Officer, give the following undertakings with respect to the APRA Enterprise Agreement 2022 (**Agreement**):

1. If APRA engages any shiftworker during the life of the Agreement, APRA will apply the definition of 'shiftworker' in clause 20.4 of the *Australian Government Industry Award 2016* (Award).
2. APRA acknowledges that clause 37.6 of the Agreement will only apply where the Fair Work Commission makes an order under s120 of the *Fair Work Act 2009* (Cth) to that effect.
3. If a casual employee is directed by APRA to work:
 - (a) before 7.00 a.m. or after 7.00 p.m. Monday to Friday;
 - (b) on a Saturday, Sunday or public holiday;
 - (c) in excess of 76 ordinary hours in a fortnight; or
 - (d) in excess of 7hrs 36 mins (7.6 hours) per daythey will be paid overtime rates in accordance with clause J.8 of the Award.

Employer name: Australian Prudential Regulation Authority

Signature: 

Date: 22 March 2022

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



APRA Enterprise Agreement 2022

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Part A. Scope and Operation of Agreement

1. Title

This enterprise agreement shall be known as the *APRA Enterprise Agreement 2022 (Agreement)*.

2. Scope and Coverage

This Agreement covers the Australian Prudential Regulation Authority (APRA) and each person employed by APRA in a position which has been designated to a remuneration level in accordance with Part C of this Agreement.

3. Definitions

In this Agreement:

- (a) **Act** means the *Fair Work Act 2009* (Cth);
- (b) **Agreement** has the meaning given to that term in clause 1;
- (c) **APRA** means the Chair of the Australian Prudential Regulation Authority as appointed under the *Australian Prudential Regulation Authority Act 1998* (Cth), or his or her authorised delegate;
- (d) **Award** means the *Australian Government Industry Award 2016*;
- (e) **Employee Consultative Group** means the group currently bearing this name and consisting of persons appointed by APRA and persons elected by employees;
- (f) **Immediate Family** means:
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or
 - (ii) a child, parent (including step parent), grandparent, grandchild or sibling of a spouse or de facto partner of an employee;

where:

- (iii) a spouse includes a former spouse, a de facto spouse and a former de facto spouse of the employee;
- (iv) a de facto partner means a person who lives with the employee as his or her husband or wife (including a same sex partner) on a bona fide domestic basis, although not legally married to the employee; and
- (v) a child includes an adult child, adopted child, a step child or an ex-nuptial child of the employee;
- (g) **NES** means the National Employment Standards in the Act;
- (h) **Personal/Carers Leave** is:

- (i) leave in respect of an employee's own personal illness or injury (**Personal Leave**); or
 - (ii) leave to care for a member of the employee's Immediate Family or household due to personal illness or injury, or because of an unexpected emergency affecting that member (**Carer's Leave**); or
 - (iii) leave to attend to urgent personal business affecting you or your family. This may include but is not limited to circumstances concerning family and domestic violence.
- (i) **TRP** means total remuneration package, being the amount paid to an employee that is inclusive of cash component, employer superannuation payments, fringe benefits and any tax liability applying to fringe and other benefits. TRP will be paid in arrears based on an employee's TRP divided by 26.
 - (j) **WPI** means The Wage Price Index – Private Sector is the percentage adjustment in line with the year to date percentage change in the WPI for the Private Sector from the most recently released June quarter. The Australian Public Service Commission (APSC) publishes advice each year on the applicable WPI Private Sector figure that is released by the Australian Bureau of Statistics, applying to remuneration adjustments payable from 1 September to 31 August the following year.

4. Commencement and Operation

This Agreement will come into operation seven (7) days after it is approved by the Fair Work Commission and will nominally expire three (3) years from when it comes into operation.

Nothing in this Agreement reduces the entitlement available to an employee under the National Employment Standards (NES).

5. Policies and Procedures

5.1 This Agreement is supported by APRA's policies and procedures as determined by APRA from time to time.

5.2 These policies and procedures will not reduce the substantive entitlements as set out in this Agreement, but provide guidelines for the administration of the employment relationship. Such policies and procedures, including those referred to in this Agreement, do not form part of this Agreement.

5.3 Variations to APRA's policies and procedures may be made at any time, but will be the subject of consultation with the Employee Consultative Group prior to their implementation.

6. Individual Flexibility Arrangements

6.1 An employer and 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) arrangements about when work is performed;

- (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading;
 - (vi) remuneration; and
- (b) the arrangement meets the genuine needs of the employer and the employee in relation to 1 or more of the matters mentioned in subclause 6.1(a); and
- (c) the arrangement is genuinely agreed to by APRA and the employee.

6.2 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 the employee being better off overall than the employee would be if no arrangement was made.

6.3 APRA must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer (APRA) and the employee; and
- (c) is signed by APRA 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 Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences and, where applicable, when the arrangement ceases.

6.4 APRA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

6.5 APRA 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 APRA and the employee agree in writing at any time.

7. Disputes

7.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES;

this clause sets out procedures to settle the dispute.

7.2 An employee may appoint a representative for the purposes of the procedures in this clause.

7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

7.4 If discussions at the workplace level do not resolve the dispute, the employee or APRA may refer the matter to the Fair Work Commission.

7.5 The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by 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.

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

7.7 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

7.8 While the employee and APRA are trying to resolve the dispute using the procedures in this clause:

- (a) work must continue as normal unless there arises a reasonable concern about an imminent risk to health or safety; and
- (b) the employee 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 to perform; or

- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

7.9 The employee and APRA agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

Part B. Appointment and Working Arrangements

8. Appointment and Probationary Period

8.1 Employees may be engaged on a permanent, fixed term or maximum term or casual basis.

8.2 All employees (excluding casual employees) are initially employed on a probationary basis for a period of six (6) months. During the probationary period, APRA or the employee may terminate employment by giving one (1) week's written notice to the other.

8.3 Employees who are engaged on a permanent, fixed term or maximum term basis may work full time or part time in accordance with this Agreement.

8.4 APRA may vary the nature of an employee's job role and the level of responsibility applying to that role including having regard to:

- (a) the employee's skills and capabilities;
- (b) the employee's level of training; and
- (c) the employee's current level of responsibility.

9. Full Time Employees

9.1 Full time employees work a maximum of 76 hours each fortnight (which can be averaged over a period of up to 12 months) plus reasonable additional hours.

10. Part Time Employees

10.1 Part time employees work regular hours less than 76 hours each fortnight (which can be averaged over a period of up to 12 months) plus reasonable additional hours.

10.2 The remuneration for a part time employee will be calculated on a pro rata basis with the exception of expense related allowances and reimbursements. Leave and other entitlements will be provided, and payment calculated, in accordance with relevant legislation and this agreement.

10.3 A part time employee's regular hours per fortnight and start and finish times will be recorded in a part time work agreement.

11. Fixed or Maximum Term Employees

11.1 Employees may be engaged on a fixed term or maximum term as agreed with APRA.

11.2 The following clauses do not apply to fixed term employees:

- (a) clause 18 – Capability based advancement;
- (b) clause 20 – Gratuities;
- (c) clause 29 - Parental leave;
- (d) clause 34 – Notice of termination by APRA (except where termination is for serious misconduct);
- (e) clause 37 – Redundancy.

11.3 The following clauses do not apply to maximum term employees:

- (a) clause 18 – Capability based advancement;
- (b) clause 20 – Gratuities;
- (c) clause 29 - Parental leave.

12. Casual Employees

12.1 A casual employee is an employee engaged and paid as such. Casual employees are employed by the hour and each engagement will stand alone.

12.2 The following clauses of the Agreement do not apply to casual employees:

- (a) clause 9 – Full time employees;
- (b) clause 10 – Part time employees;
- (c) clause 11 – Fixed term or Maximum term employees;
- (d) clause 13 – Ordinary hours of work;
- (e) clause 17 – Annual Remuneration Review;
- (f) clause 18 – Capability based advancement;
- (g) clause 19 – Annual Performance Review and 2021/22 Transition Payment;
- (h) clause 23 – Higher duties;
- (i) clause 24 – Annual leave;
- (j) clause 25 – Personal/carers leave (except for clause 25.3(e) which relates to casual employees);
- (k) clause 27 – Public holidays;
- (l) clause 28 – Operational close down;
- (m) clause 29 - Parental leave;
- (n) clause 34 – Notice of termination by APRA; and
- (o) clause 37 – Redundancy.

12.3 Casual employees will be paid an hourly rate, calculated by reference to the minimum remuneration for the relevant level plus a casual loading of 25%. A casual employee is paid casual loading in lieu of paid leave entitlements (other than long service leave provided for in legislation), notice of termination of employment and redundancy benefits, and payment for public holidays not worked.

13. Ordinary Hours of Work

An employee's ordinary hours of work will be determined in consultation between the employee and their manager. In setting times, an employee's manager will consider the employee's personal needs, APRA's operational requirements and the needs of other employees in the relevant work unit. An employee's ordinary hours of work will be between 7.00am and 7.00pm, Monday to Friday, unless otherwise agreed between APRA and the employee.

14. Meal Breaks

14.1 All employees must take an unpaid meal break of at least 30 minutes after each five (5) hours worked. The time at which this meal break may be taken will be agreed between the employee and their manager.

14.2 Meal breaks will not be counted as time worked.

15. Consultation

15.1 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 that is likely to have a significant effect on employees; or
- (b) APRA proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

15.2 APRA must notify affected employees of any decision to introduce major change.

15.3 Affected employees may appoint a representative for the purposes of the procedures in this clause. Upon being notified of the identity of an employee's nominated representative, APRA must recognise the representative.

15.4 As soon as practicable after making a decision to introduce major change, APRA must:

- (a) discuss with affected employees and their representative/s:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures APRA is taking to avert or mitigate the adverse effect of the change on affected employees; and
- (b) for the purposes of the discussion provide, in writing, to affected employees and their representative/s:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change; and
- (iii) any other matters likely to affect employees.

15.5 APRA is not required to disclose confidential or commercially sensitive information.

15.6 APRA must give prompt and genuine consideration to matters raised about the major change by affected employees and their representative/s.

15.7 If a term of this Agreement provides for a major change to APRA's production, program, organisation, structure or technology, the requirements set out in 15.2, 15.3 and 15.4 are taken not to apply.

15.8 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.

Changes to regular roster or ordinary hours of work

15.9 APRA must notify affected employees of the proposed change to the regular roster or ordinary hours of work of employees.

15.10 Affected employees may appoint a representative for the purposes of the procedures in this clause. Upon being notified of the identity of an employee's nominated representative, APRA must recognise the representative.

15.11 As soon as practicable after proposing to introduce the change, APRA must:

- (a) discuss with affected employees the introduction of the change; and
- (b) for the purposes of the discussion--provide to affected employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what APRA reasonably believes will be the effects of the change on the employees; and

- (iii) information about any other matters that APRA reasonably believes are likely to affect the employees; and
 - (c) invite affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 15.12** APRA is not required to disclose confidential or commercially sensitive information to affected employees.
- 15.13** APRA must give prompt and genuine consideration to matters raised about the change by affected employees.
- 15.14** In this clause 15, relevant employees means employees who may be affected by a change referred to in 15.1.

Part C. Remuneration

16. Payment of TRP

16.1 2021 / 2022 Transition Remuneration Uplift

All eligible employees covered by this Agreement will receive a transition remuneration uplift of 4% of their TRP effective from 1 July 2022.

16.2 An employee will not be eligible for the 2021/2022 Transition Remuneration Uplift, if as at 30 June 2022 they are:

- (a) within their first six (6) months of employment;
 - (b) a fixed term or maximum term employee whose term of employment is less than 12 months;
 - (c) a casual employee;
 - (d) within their resignation period;
 - (e) under formal performance management (or other disciplinary process);
 - (f) on long term leave unless return to role is known;
 - (g) party to an Individual Flexibility Arrangement, subject to negotiation between the employee and employer.
- 16.3** Employees on secondment with imminent return to APRA at 1 July 2022 will be eligible for the 2021/2022 Transition Remuneration Uplift. Others will be reviewed upon their return to APRA.
- 16.4** Employees on an Individual Flexibility Arrangement will be negotiated on an individual basis.

16.5 TRP Levels

On engagement, each employee covered by this Agreement will be designated a level and a commencement TRP. The minimum and maximum TRP for each level at the commencement of the Agreement for a full-time employee is as follows:

	Minimum TRP	Maximum TRP
Level 1	49,885	78,339
Level 2	65,551	117,994
Level 3	95,063	171,031
Level 4	135,046	243,165

16.6 Adjustment to Minimum and Maximum TRP

- (a) The minimum and maximum TRP of each level will be increased in line with the year to date % change in the private sector wage price index (WPI) based on the Australian Bureau of Statistics (ABS) confirmation of the most recently published June quarter. This will occur on the first pay period after each of the following dates:
- (i) 1 July 2022;
 - (ii) 1 July 2023; and
 - (iii) 1 July 2024.
- (b) Nothing in clause 16 requires APRA to increase an employee's TRP, except where an employee's TRP would otherwise be less than the minimum TRP for the relevant level after the adjustment outlined in clause 16.2(a).

17. Annual Remuneration Review

17.1 Subject to the APRA members being satisfied that sufficient productivity enhancements and cost savings have been achieved, the budget allocated each year for the annual remuneration review will be determined in line with the year to date % change in the WPI.

17.2 Subject to the WPI not falling below 1%, all eligible employees will receive a minimum 1% uplift to their TRP. In addition, the annual remuneration review will be undertaken to determine whether an employee will be eligible for an additional pay adjustment considering an employee's individual contribution in terms of their capabilities. Employees that receive a pay adjustment from the annual remuneration review will have that adjustment effective from:

- (i) 1 July 2022;
- (ii) 1 July 2023; and

(iii) 1 July 2024.

17.3 If the WPI falls below 1%, that percentage will be passed onto all eligible employees for that respective remuneration review.

17.4 An employee will not be entitled to an annual remuneration review in a year, if they are:

- (a) within their first six (6) months of employment;
- (b) a fixed term or maximum term employee whose term of employment is less than 12 months;
- (c) a casual employee;
- (d) assessed in the annual performance review as having not achieved at least satisfactory performance or behavioural expectations; or
- (e) an employee under formal disciplinary management, or with an acknowledged outcome to a disciplinary process occurring within the year.

17.5 Additional funding, as determined by APRA, will be provided for pay adjustments due to progressions arising out of an application of the capability-based advancement process.

17.6 Further information on the conduct of the annual remuneration review can be found in APRA's policies and procedures.

18. Capability Based Advancement

18.1 Capability based advancement provides for specific capability and contribution-based progression within and between levels.

18.2 Further information can be found in APRA's policies and procedures.

19. Annual Performance Review and 2021/22 Transition Payment

19.1 An annual performance review will take place in the final quarter of the 2021/22 financial year for the period commencing on 1 July 2021 concluding on 30 June 2022.

19.2 All eligible employees covered by this Agreement will receive a transition payment representing 8% of their TRP as at 30 June 2022 payable on the first pay period on or after 1 July 2022.

19.3 The following employees are not eligible for a payment for the 2021/22 performance review:

- (a) employees who are within their first six (6) months of employment;
- (b) a fixed term or maximum term employee whose term of employment is 12 months or less;
- (c) a casual employee;
- (d) employees under formal performance management (or other disciplinary process); or

(e) employees on long term leave and return to APRA is not known.

19.4 If an employee is entitled to a 2021/22 transition payment but has not completed the full 2021/22 performance review year, any payment will be pro-rated for the period the employee has completed.

19.5 Further information on the conduct of the annual performance review can be found in APRA's policies and procedures.

20. Gratuities

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

21. Deductions

APRA may deduct moneys from an employee's pay for payment to others on terms consistent with the Act.

22. Superannuation

22.1 APRA will make contributions to a superannuation fund as required in line with the applicable legislation and fund requirements.

22.2 Employer superannuation contributions will also be paid to Employees who are on periods of paid and unpaid parental leave (including parental, adoption and foster care leave) for a maximum period of 12 months.

22.3 In the absence of an employee nominating a fund, APRA will make contributions to an employee's stapled fund. In the absence of a stapled fund, APRA will then make the required contributions to a MySuper product offered by Australian Super Pty Ltd.

23. Higher Duties

23.1 An employee who performs all the duties of a role at a higher level for 20 or more consecutive working days will be paid:

(a) the minimum rate for the level in which the employee is temporarily working; or

(b) their current TRP plus 10%,

whichever is greater.

23.2 An employee will not be entitled to be paid a higher rate in accordance with clause 23.1 during any handover period between the employee and a person who otherwise performs the role at the higher level.

Part D. Leave and Public Holidays

24. Annual Leave

24.1 Full time employees are entitled to accrue 20 days paid annual leave in each 12 months of continuous service with APRA in accordance with the NES.

24.2 Part time employees will accrue annual leave on a pro-rata basis.

24.3 Cashing Out Annual Leave

- (a) An employee may request, in writing, with approval entirely at APRA's discretion considering any budgetary and health and well-being implications, to cash out an amount of the employee's accrued annual leave entitlement.
- (b) Annual leave will not be paid out unless there is a written agreement for each separate request and provided the payout would not result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks (or the pro-rata equivalent if the employee is a part-time employee). Any cashed out annual leave will be calculated on the employee's TRP at the time of the cashing out.

25. Personal/Carer's Leave

25.1 An employee who is engaged by APRA after the commencement of this Agreement (other than a casual employee) will accrue Personal/Carer's Leave at the rate of 15 days for the first 12 months of continuous service. This leave accrues progressively.

25.2 Subject to the entitlement to Personal/Carer's Leave under the NES, an employee who accrues leave in accordance with clause 25.1 may take a maximum of five (5) days Personal/Carer's Leave for urgent personal business in the first 12 months of employment. This five (5) day maximum does not apply to circumstances relating to pregnancy loss or family and domestic violence.

25.3 Following the first 12 months of continuous service, employees other than casual employees, will be entitled to unlimited paid Personal/Carers leave.

25.4 Casual employees are not entitled to paid Personal/Carer's Leave but rather to unpaid Personal/Carer's Leave in accordance with the NES.

25.5 Notice and Evidence Requirements

- (a) In all circumstances when an employee is aware that they are unable to attend for work due to Personal/Carers Leave the employee must notify their manager as soon as possible on or before the day of the absence. The employee must also advise their manager whether the reason for their absence is due to a personal illness or caring responsibilities and its estimated duration.
- (b) On request, an employee must provide APRA a medical certificate or other evidence that would satisfy a reasonable person as to the medical or other reasons for the absence if the employee is absent for more than two (2) consecutive days.
- (c) APRA reserves the right at any time to limit or to cease an employee's entitlement to unlimited paid Personal/Carer's Leave, having regard to factors including but not limited to:
 - (i) the length of the employee's overall absence;
 - (ii) the employee's pattern of workplace absence;
 - (iii) the medical recommendations made available to APRA;

(iv) in respect to Personal Leave:

1. where the employee unreasonably refuses to attend an independent medical examination;
 2. where the employee does not act in accordance with recommendations made by an independent medical examiner; or
 3. if the employee unreasonably fails to co-operate in any return to work plan arising out of recommendations made as a consequence of an independent medical examination.
- (d) Forfeiture to the entitlement to unlimited paid Personal/Carer's Leave under this clause will not affect an employee's rights to accrue ten days paid Personal/Carers Leave per year of service or five (5) days unpaid family and domestic violence leave in accordance with the NES.

25.6 Independent Medical Examination

After three (3) months' continuous absence on Personal Leave or in other circumstances, as APRA determines appropriate due to the frequency, nature or level of absence for medical reasons, APRA may direct an employee to attend an independent medical examination at its expense.

26. Compassionate Leave

- 26.1** Full time and part time employees are entitled to three (3) days paid compassionate leave on each occasion, where a member of an employee's immediate family or household dies or contracts or develops a life-threatening illness or injury.
- 26.2** Full time and part time employees are entitled to an additional two (2) days paid leave if they need to travel interstate or overseas to attend the funeral of a member of the employee's immediate family.
- 26.3** Casual employees are entitled to two (2) days' unpaid compassionate leave on each occasion in accordance with the NES.
- 26.4** APRA may request reasonable documentary evidence to support a request to take compassionate leave.

27. Public Holidays

- 27.1** Full time and part time employees will be entitled to be absent from work without deduction of pay on any day gazetted as a public holiday (including any gazetted substitute public holidays) in the State or Territory in which they are primarily employed.
- 27.2** If Christmas Day, Boxing Day, New Year's Day, Australia Day or ANZAC Day falls on a weekend, the next working day/s will be observed as a public holiday instead.
- 27.3** APRA will provide an additional paid holiday each financial year (APRA Day) which will be treated as a public holiday for the purposes of the Agreement.

28. Operational Close Down

28.1 APRA will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day (Operational close down period).

28.2 During the Operational close down period, an employee must absent themselves from the workplace (unless they are otherwise directed to work) on either:

- (a) paid 'close-down' time when an employee works equivalent 'make-up' hours throughout the year; or
- (b) annual leave; or
- (c) unpaid leave.

28.3 If an employee is directed to work their ordinary hours on the working days between Christmas and New Year's Day to provide essential services, the employee will be entitled to a corresponding amount of time off in lieu for each day worked.

29. Parental Leave

29.1 A full time or part time employee will be eligible to take up to 18 weeks paid parental leave if the employee:

- (a) has completed 6 months' continuous service with APRA prior to the date or expected date of birth of the child or in the case of adoption or permanent foster, the day or expected day of placement of a child; and
- (b) gives birth to a child, or is the spouse or de facto partner of an individual who gives birth to a child, or adopts a child, or permanently fosters a child; and
- (c) certifies that they are the primary carer of the child during the time of the leave.

29.2 Paid parental leave may be taken at half pay over 36 weeks.

29.3 An eligible employee who is to give birth to a child may commence paid parental leave up to six (6) weeks before the expected date of birth of the child, and no later than the date of birth of the child. The employee must take the paid leave within 24 months of the birth either as:

- (a) one single period of up to eighteen (18) consecutive weeks at full pay or thirty-six (36) weeks at half pay; or
- (b) one period that includes a minimum of six (6) consecutive weeks following the birth of the child (at full pay or half pay), followed by one further period of up to the balance of 18 weeks at full pay or 36 weeks at half pay, within the 24 months of the birth.

29.4 An eligible employee who is the spouse or de facto partner of an individual who gives birth to a child, or who adopts a child, or who permanently fosters a child, may commence paid parental leave within 24 months of the birth or placement of the child, subject to the following conditions:

- (a) the employee cannot, except for a period of three (3) weeks at full pay or six (6) weeks at half pay after the birth or placement of the child, take paid parental leave at the same time as another primary carer;
- (b) the employee must take the leave as either:
 - (i) one period of up to three (3) weeks at full pay or six (6) weeks at half pay at the birth or placement of the child, followed by one further period up to the balance of the 18 weeks at full pay or 36 weeks at half pay, within the 24 months of the birth or placement of the child; or
 - (ii) one period of up to 18 consecutive weeks within 24 months of the birth or placement of the child.

29.5 Nothing in this clause should be read as limiting an employee's entitlement to take unpaid parental leave in accordance with the NES.

29.6 The entitlement to be paid parental leave under this clause is subject to adherence with the notice and documentary requirements prescribed under the NES.

29.7 Casual and fixed term employees may be entitled to unpaid parental leave in accordance with the NES.

29.8 Qualification – Adoption and Permanent Foster Leave

Additional to the above, parental leave for adoption and permanent foster will only be available where the child will be under 16 years of age at the day of placement, is not a child of the employee or the employee's spouse and will not have lived continuously with the employee for a period of six (6) months or more as at the day of placement.

30. Long Service Leave

30.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976* (Cth) and APRA's policies and procedures.

30.2 The minimum period of leave that may be taken is seven (7) consecutive calendar days at full pay or 14 calendar days at half pay. This leave may not be broken by other types of leave.

31. Defence Reservist Leave

31.1 Employees who are defence reservists and who are not casual employees, will be entitled to the following additional forms of leave and entitlements:

- (a) four (4) weeks leave on full pay each calendar year for reservists undertaking defence service. This leave may be accumulated and taken over a period of two (2) years;
- (b) an additional two (2) weeks paid leave to allow for a reservists' attendance at recruit/initial employment training;
- (c) scope for additional leave for defence service, either on a paid, unpaid or top-up pay basis;
- (d) you are not required to pay any of your tax-free reserve salary to APRA;

- (e) an employee who is an officer or instructor of cadets in a Cadet Force may be granted paid defence reservist leave of up to three (3) weeks each calendar year to perform duties as an officer or instructor of Cadets. For these purposes 'Cadet Force' means the Australian Navy Cadets, Australian Army Cadets or the Australian Air Force Cadets;
- (f) employees 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 (6) months not count as service for annual leave purposes; and
- (g) employees have continued access to studies support, remuneration and performance reviews, and other 'salary sacrifice' arrangements, during periods of Defence service.

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

31.3 Information about Defence reservist leave can be found in APRA's policies and procedures.

32. Jury Service

32.1 If an employee is summonsed for jury service, the employee must inform APRA as soon as practical of the anticipated period the employee will be absent from work on jury service. The employee must give APRA proof of their attendance, the duration of the employee's attendance and evidence of the amount the employee received in respect of jury service.

32.2 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.

33. Other Leave

33.1 Other leave, paid or unpaid, may be granted at APRA's discretion. Casual employees may access other forms of leave but in all instances, it will be on an unpaid basis.

33.2 Further information about other leave can be found in APRA's policies and procedures.

Part D. Separation of Employment

34. Notice of Termination by APRA

34.1 An employee's employment may be terminated by APRA giving 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

34.2 In the case of an employee who is over 45 years of age and who has completed at least two (2) years continuous service with APRA, the period of notice in the table is increased by one (1) week.

35. Notice of Resignation

35.1 An employee may resign from their employment by giving APRA four (4) weeks' notice in writing except during the probationary period where one (1) weeks' notice is required. APRA may require an employee to work out this period of notice or may pay the employee in lieu of notice.

35.2 If an employee fails to provide the required notice, APRA may withhold an amount from any monies due to the employee on termination under this Agreement or the NES. This amount will not exceed the amount the employee would have been paid under this Agreement in respect of the required notice period, less any period of notice actually given by the employee.

36. Serious Misconduct

APRA may terminate an employee's employment without notice at any time for serious misconduct. In such circumstances APRA is liable to pay only up to the time of the employee's dismissal.

37. Redundancy

37.1 Nothing in this Agreement should be regarded as limiting the right of APRA 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).

37.2 Consultation Obligations

(a) In the event that APRA decides that it no longer requires the position performed by an employee to be performed by anyone, it will advise the affected employee in writing and will consult with them.

- (b) The consultation period provided by this clause will continue for four (4) weeks (or such shorter period if agreement can be reached with the employee) from the date on which an affected employee is advised that their position is excess to APRA's requirements.
- (c) The affected employee may, for the purposes of this consultation, appoint a representative. Representatives must be appointed in writing and a copy of the appointment provided to APRA.
- (d) During the consultation period APRA will make every reasonable endeavour to explore the possibility of redeploying the affected employee within its operations. In the event that APRA determines that reasonable redeployment is not available, termination of employment on the basis of redundancy will proceed.

37.3 Severance Pay

- (a) An employee whose employment is terminated as a consequence of redundancy 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.

- (b) This period of notice will be served, as far as practicable, concurrently with the consultation period.

37.4 Notice of Termination in Addition to Severance Pay

In addition to severance pay, full time and part time employees will be entitled to four (4) weeks' notice of termination or, if the employee is aged 45 years of age or more who have completed at least two years of service, five (5) weeks' notice of termination.

37.5 Calculation of Severance Pay and Notice of Termination

Severance pay and notice of termination are calculated on the affected employee's TRP.

37.6 Exclusion from Entitlement to Severance Pay

- (a) Severance pay will not be payable if APRA finds the affected employee acceptable alternative employment which is comparable to the employee's previous employment and remuneration with APRA.
- (b) No entitlement to severance pay will arise where employment ends as a consequence of conduct justifying instant dismissal or an employee is terminated at the conclusion of their fixed or maximum term contract.

Part E. Signatories

Signed for and on behalf of the Australian Prudential Regulation Authority, 1 Martin Place, Sydney, NSW, 2000:



.....
Signature of authorised person

Laura Tierney

.....
Name (please print)

Level 11, 1 Martin Place, SYDNEY NSW 2000

.....
Address (please print)

Acting Head of Employment Relations & Wellbeing

.....
Authority to sign (please print)



.....
Signature of witness

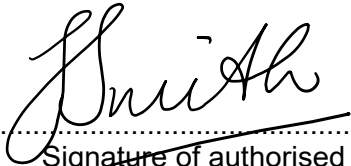
Warwick Escott

.....
Name (please print)

Level 11, 1 Martin Place, SYDNEY NSW 2000

.....
Address (please print)

Signed for and on behalf of the Employees by their authorised representative(s):



.....
Signature of authorised person

Lisa Smith

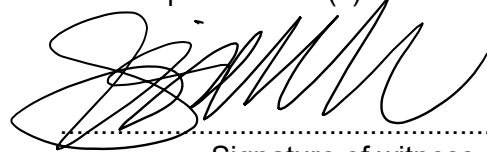
.....
Name (please print)

Level 11, 1 Martin Place, SYDNEY NSW 2000

.....
Address (please print)

Employee Bargaining Representative

.....
Authority to sign (please print)



.....
Signature of witness

Ian Smith

.....
Name (please print)

1a/2 Costello Place, SEVEN HILLS NSW 2148

.....
Address (please print)

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2021/9228

Applicant: Australian Prudential Regulation Authority

Application: Application for approval of the APRA Enterprise Agreement 2022

UNDERTAKING – section 190

I, Steve Matthews, Chief Operating Officer, give the following undertakings with respect to the APRA Enterprise Agreement 2022 (**Agreement**):

1. If APRA engages any shiftworker during the life of the Agreement, APRA will apply the definition of 'shiftworker' in clause 20.4 of the *Australian Government Industry Award 2016* (Award).
2. APRA acknowledges that clause 37.6 of the Agreement will only apply where the Fair Work Commission makes an order under s120 of the *Fair Work Act 2009* (Cth) to that effect.
3. If a casual employee is directed by APRA to work:
 - (a) before 7.00 a.m. or after 7.00 p.m. Monday to Friday;
 - (b) on a Saturday, Sunday or public holiday;
 - (c) in excess of 76 ordinary hours in a fortnight; or
 - (d) in excess of 7hrs 36 mins (7.6 hours) per daythey will be paid overtime rates in accordance with clause J.8 of the Award.

Employer name: Australian Prudential Regulation Authority

Signature:



Date: 22 March 2022