



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**RACWA Holdings Pty Ltd**

(AG2013/8672)

### **RAC SHARED SERVICES ENTERPRISE AGREEMENT 2013**

Clerical industry

COMMISSIONER CARGILL

SYDNEY, 29 AUGUST 2013

*Application for approval of the RAC Shared Services Enterprise Agreement 2013.*

[1] An application has been made for approval of an enterprise agreement known as the RAC Shared Services Enterprise Agreement 2013 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the *Act*) by RACWA Holdings Pty Ltd. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54, will operate from 5 September 2013. The nominal expiry date is 30 June 2016.

COMMISSIONER



RAC members are happier

**RAC**

**Shared Services Enterprise Agreement**

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**2013**

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## 1 TITLE

This Agreement shall be known as the RAC Shared Services Enterprise Agreement 2013 (**this Agreement**).

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## 2 AREA

This Agreement shall operate within the State of Western Australia.

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## 3 WHO IS COVERED BY THIS AGREEMENT

This Agreement applies to RACWA Holdings Pty Ltd (ABN 60 008 985 877) (**the RAC**) and employees of the RAC who are employed within the Shared Services business units of People Services, Facilities, Financial Services and Information Communications and Technology (ICT) and who are engaged within the classifications set out in Schedule 1 of this Agreement (**you / your**).

This Agreement does not apply to rotational Graduates employed by People Services.

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## 4 WHEN THE AGREEMENT STARTS AND ENDS

This Agreement will commence operation seven days after the issue of a notice from Fair Work Commission (**FWC**) advising that it has approved this Agreement.

The nominal expiry date for this Agreement is 30 June 2016.

The RAC will endeavour to commence negotiations for the next Agreement by 15 April 2016.

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## 5 RELATIONSHIP TO AWARD, PREVIOUS AGREEMENT AND MINIMUM ENTITLEMENTS

This Agreement wholly replaces the RAC Shared Services Enterprise Agreement 2011.

This Agreement operates to the exclusion of the Clerks-Private Sector Award 2010.

This Agreement does not incorporate or form part of your contract of employment but should be read in conjunction with your contract of employment.

The National Employment Standards (**NES**) and this Agreement contain your minimum entitlements. To the extent permitted by law, this Agreement does not exclude any other benefits or entitlements provided by the RAC that you may be entitled to.

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## 6 OUR VALUES AND RELATIONSHIPS

### 6.1 Our Values

This Agreement reflects the ongoing commitment of the RAC to create a work environment that reflects our values. At the highest level of value, this Agreement should create harmony, certainty and goodwill in the RAC and should provide for equity for both you and the organisation. These cultural characteristics will allow for greater levels of effectiveness and efficiency in the execution of RAC goals.

### 6.2 How We Resolve Our Differences

The RAC recognises the need to have a process that helps you, your team members and leaders resolve differences quickly when they occur.

A grievance arising from the terms of this Agreement or the National Employment Standards will be settled as follows:

- a If you have a grievance you will discuss the matter with your Leader, affording them the opportunity to remedy the situation. If the matter is not resolved, either you or your Leader may refer the matter to your Leader's manager.
- b Your Leader's manager will attempt to resolve the matter and can request the assistance of an RAC facilitator. If the grievance involves your Leader, then it may be more appropriate to directly approach your Leader's manager in the first instance.
- c If the matter is unresolved by your Leader's manager, the grievance shall be referred to the General Manager or Executive General Manager of the business unit.
- d Every attempt will be made to undertake subclauses 6.2 (a) to 6.2 (c) within ten working days from the date you first bring the grievance to the attention of your immediate Leader.
- e At any stage of this process both you and the RAC may choose to have an internal or external representative involved in resolving the grievance at the workplace.
- f If the matter remains unresolved at the workplace and all agreed steps for resolving it have been taken, the matter will be referred:
  - i. to a mediator, agreed upon by you and the RAC;
  - ii. to FWC for conciliation or where necessary arbitration.
- g If the matter is referred to FWC for arbitration, FWC may exercise such power and functions as you and the RAC agree at the time. The decision made by FWC in these circumstances will bind you and the RAC, subject to either you or the RAC exercising a right of appeal against the decision to a Full Bench of FWC.
- h Without prejudice to either you or the RAC, work will continue in accordance with this Agreement and your contract of employment while the matters are being resolved, unless you have a reasonable concern about an imminent risk to your health or safety. The RAC also has the option to direct you to perform other appropriate work either at the same or at another workplace.

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## **7 CONSULTATION ON CHANGE**

- 7.1** If you are affected by the introduction of significant change, the RAC will discuss the changes with you. Discussions will take place as soon as practicable after a definite decision has been made to implement the change. Significant change means:
- a** The termination of the employment of employees; or
  - b** Major change to the composition, operation or size of the RAC's workforce or 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.
- 7.2** Prior to any significant change occurring, the RAC will consult with you about the decision to introduce this change. The RAC will first provide you with information in writing, outlining the key effects of the change and measures taken to mitigate any adverse effects and any other matters likely to affect you.
- 7.3** The RAC is not required to disclose confidential or commercially sensitive information.
- 7.4** You may seek the assistance of a representative to assist with the consultation process.
- 7.5** A fair and timely opportunity will be provided to you to make comment and to provide input into the proposed changes. Any input, comments and suggestions provided by you will be genuinely considered.
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## 8 DEFINITIONS

<b>Actual Salary</b>	The actual salary that you receive for your ordinary hours of work excluding allowances, penalties, loadings, incentive-based payments, bonuses and superannuation.
<b>Casual Employee</b>	An employee other than a Part Time or Full Time employee as defined, who is engaged and paid as a Casual Employee on an hourly basis, does not work reasonably predicted hours and whose contract ends after each period of engagement.
<b>Consumer Price Index (CPI)</b>	Is the Perth Consumer Price Index (CPI) through the year measure of growth from June to June, as determined by the Australian Bureau of Statistics. For example, from the June quarter one year to the same quarter of the next year.
<b>Continuous Service</b>	The amount of time that you have worked for the RAC. In calculating your continuous service, the total service is reduced by any periods of leave without pay. For example parental leave and sick leave without pay.
<b>Contracted Hours</b>	The hours and days you have agreed to work in accordance with your contract and any subsequent amendments or directions by the RAC. Your Contracted Hours will be an average of 37.5 hours per week if you are Full Time, or less than 37.5 hours per week if you are Part Time.
<b>Four-week cycle</b>	Each four week pay cycle within which you may work your ordinary hours. A pay cycle is determined as per the Payroll four week roster.
<b>Full Time</b>	An employee working 150 ordinary hours in a 4 week cycle (an average of 37.5 hours per week).
<b>Household Member</b>	Any person who currently lives with you as a member of your family.
<b>Leader</b>	Your direct supervisor.
<b>Minimum Annual Salary</b>	Means the Minimum Annual Salary for your classification as defined by clause 13.1.1.
<b>Mutually Agree</b>	A verbal or written agreement between you and your Leader that is reached freely and without pressure following full and open discussion of your needs and your Leader's needs.
<b>Ordinary Rate of Pay</b>	Is your base rate of pay for your Actual Salary that you receive for your ordinary hours of work which excludes allowances, penalties, loadings, incentive-based payments, bonuses and superannuation.
<b>Part Time</b>	An employee working less than 150 ordinary hours in a four-week cycle, who works reasonably predictable hours, and is not a Casual Employee as defined.
<b>Personal Leave</b>	Your entitlement to Personal Leave as set out in clause 14.2 of this Agreement.
<b>the RAC</b>	RACWA Holdings Pty Ltd (ABN 60 008 985 877).
<b>Substantive Classification</b>	The classification of your normal position, not the position that you may be performing "higher duties" in from time to time.
<b>you/your</b>	Employees of the RAC who are employed within the Shared Services business units of People Services, Facilities, Financial Services and Information Communications and Technology (ICT) and who are engaged within the classifications set out in Schedule 1 of this Agreement

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## 9 YOUR FIRST FEW MONTHS IN THE RAC

### 9.1 Probation

Your employment will be subject to an agreed probationary period not exceeding six months. At any time during the probation, the RAC or you may terminate the probationary employment by giving you one week's notice. The RAC may pay you one week's pay in lieu of notice to terminate your employment. This clause does not alter the operation of the *Fair Work Act 2009 (Cth)*.

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## 10 YOUR HOURS OF WORK

### 10.1 Spread of Hours

- a Your ordinary spread of hours shall be from 7.00am to 8.30pm Monday to Sunday.
- b Your working hours will be within the spread of hours and shall not exceed the following span of hours (exclusive of meal breaks) as below:
  - i. 10 hours per day; or
  - ii. 50 hours per week; or
  - iii. 150 hours over a 4 week cycle.
- c If you work outside the above spread or span of hours, overtime will be applicable (See the Overtime clause).
- d As an existing employee at the time this Agreement is made, you already have your Contracted Hours established. Any change to the number of days and hours you work within the spread of hours will be by Mutual Agreement between you and your Leader.
- e You will be entitled to two consecutive days off immediately following the completion of five consecutive working days. Work extending beyond five consecutive working days may be Mutually Agreed where both the business requirements and your preferences indicate this as appropriate.

### 10.2 Working Casual Hours

- a If you are a Casual Employee, you shall be engaged on an hourly basis with a minimum payment of three hours on each occasion you are required to work.
- b You shall receive a loading of 25 percent in addition to the Ordinary Rate of Pay determined by the classification into which your job falls. The loading of 25 percent is to compensate for the nature of casual employment and is in lieu of annual leave, personal leave, public holiday provisions and any other paid leave entitlements.
- c If you work outside the ordinary spread of hours as prescribed by clause 10.1 (a) and (b), you will be entitled to overtime in accordance with this Agreement. Overtime is payable on your casual loaded rate of pay.
- d If you work on a Saturday or Sunday within the ordinary spread of hours as prescribed by clause 10.1 (a) and (b), you will be entitled to the loading prescribed in clause 13.4.1, payable on your casual loaded rate of pay.

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- e If you are unavailable for work, because you need to care for a member of your immediate family or household, you must, if practicable, inform your Leader prior to your normal commencement time. If this is not possible the RAC may, at its discretion, require you to provide a medical certificate or statutory declaration for the period that you were unavailable for work. The amount of time you are entitled to be unavailable to work is a period agreed between you and your Leader or up to two days per occasion.
  - f Any period where you are unavailable to work is unpaid.
  - g The RAC will not refuse to re-engage you because you accessed the entitlements in this clause.

### 10.3 Meal Breaks

- a You shall not be required or permitted to work more than 5 hours without a meal break.
- b Your meal break will be for one hour or shorter if Mutually Agreed between you and your Leader. A meal break however cannot be for less than thirty minutes in length.
- c Your meal break is an unpaid break.
- d In certain circumstances, you will be entitled to an allowance (see the Meal Allowance clause 13.5.1).

### 10.4 Working Part-time

- a Your Leader shall roster you to work a minimum of three consecutive hours on any day you are required to work.
- b You shall be entitled to annual leave, personal leave and all other authorised leave on a pro-rata basis relative to the ordinary hours you work.
- c If your Contracted Hours are less than 150 hours in a four-week cycle (as per the Payroll four week roster) and you are requested to work additional hours, then the additional hours shall be paid in accordance with the overtime clause 13.4.2.

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## 11 FLEXIBLE WORK ARRANGEMENTS

Your entitlement under this clause is applied as per the *Fair Work Act 2009 (Cth)* and the NES.

- a If you are a parent, or have responsibility for the care of a child, you may request the RAC for a change in working arrangements to assist with care for the child, if the child:
  - i. is under school age; or
  - ii. is under 18 and has a disability.
- b You are entitled to make this request if you:
  - i. are not casual and have completed at least 12 months continuous service with the RAC immediately before making the request; or

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- ii. you are a long term casual employee immediately before making the request and have a reasonable expectation of continuing employment by the RAC on a regular and systematic basis.

**c** Flexible work practices may include:

- i. alternative working hours arrangements;
- ii. preferred rosters and work schedules;
- iii. access to part-time hours;
- iv. job sharing.

The request must be in writing and set out the changes sought and the reasons for the change.

**d** Requests for flexible work practices will be genuinely considered by the RAC.

**e** The RAC will provide you with a written response within 21 days of the request being made, stating whether the RAC grants or refuses your request. Where a request cannot be met, the RAC will communicate the reason(s) to you.

**f** In order for the RAC to meet requests for flexible work arrangements, you may need to permanently transfer to other teams and/or locations. Such a transfer however, will only occur if you agree to such a change associated with your request and the RAC can reasonably accommodate you in a new team and/or location.

**g** Provided your request is genuinely based on parental responsibilities, the RAC may only refuse your request on reasonable business grounds.

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## **12 INDIVIDUAL FLEXIBILITY ARRANGEMENT**

**a** Notwithstanding any other provisions of this Agreement, you and the RAC may agree to vary the effect of this Agreement to meet the genuine needs of you and the RAC.

**b** The terms that you and the RAC may agree to vary the effect of are those concerning:

- i. hours of work
- ii. overtime rates
- iii. penalty rates
- iv. allowances
- v. leave loading

**c** Any arrangement for individual flexibility under this clause must be genuinely agreed to by you and the RAC. The arrangement must be in writing and signed by the RAC and yourself (including your parent or guardian if you are under eighteen years of age). A copy of the arrangement must be given to you within fourteen days of it being agreed to.

**d** The RAC will ensure that any individually flexibility arrangement agreed to under this clause:

- i. is about matters that would be permitted matters if the arrangement were an Enterprise Agreement; and
  - ii. will not include a term that would be an unlawful term if the arrangement were an Enterprise Agreement.
- e The RAC will ensure terms of the individual flexibility arrangement result in you being better off overall than you would have if no arrangement was made.
- f The individual flexibility arrangement may be terminated:
- i. by you or RAC giving twenty-eight days' notice of termination, in writing, to the other party; or
  - ii. at any time, by written agreement between you and the RAC.

## 13 YOUR PAY AND ALLOWANCES

### 13.1 Remuneration

#### 13.1.1 Minimum Salaries

- a From the date of operation of this Agreement, the Minimum Annual Salary you will be entitled to if you are a full time employee, depending on your classification, will be as follows:

Classification	Minimum Annual Salary as at the first full pay period on or after 1 July 2013	Minimum Annual Salary as at the first full pay period on or after 1 July 2014	Minimum Annual Salary as at the first full pay period on or after 1 July 2015
A	\$40 164	\$41 570	\$43 025
B	\$46 155	\$47 771	\$49 443
C	\$58 193	\$60 230	\$62 339

- b Your Minimum Annual Salary will not be reduced during the term of this Agreement. The Minimum Annual Salaries set out above will be reviewed and adjusted annually.

#### 13.1.2 Salary Increases

- a You may be currently receiving an Actual Salary that is higher than the Minimum Annual Salaries outlined above. If this is the case, your Actual Salary will not be reduced during the term of this Agreement and will be increased as follows:
- b Where you are a 'New Starter' (defined as commencing employment 0 – 3 months prior to 1 July of the relevant year), you will not be eligible for a salary increase.
- c Where you are a New Starter, as per clause 13.1.2 (b), the RAC will ensure your substantive rate of pay is in line with the minimum rate of pay applicable to your position classification as per clause 13.1.1 (a).
- d If you have already received a pay increase for Financial Year 2013/2014, that increase will be deducted from the increase referred to in clause 13.1.2(f).

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### 13.5.2 Travel Expenses & Reimbursement

- a If you are required to work temporarily at a location other than your usual place of work, you will be entitled to claim for work-related travel expenses and reimbursements as approved by the RAC.
- b If you are required to use your own vehicle to travel to the temporary location, the kilometre reimbursement rates will be based on rates set down by the Australian Taxation Office.
- c You will be paid at your ordinary rate of pay for any additional time spent travelling to and from the temporary location where:
  - i. The additional time exceeds 30 minutes each way; and
  - ii. When the travel is outside your Contracted Hours.

### 13.5.3 On Call Allowance

- a Your Leader may request you to be available to attend to after-hours problems that may occur. During the on-call period you will need to be contactable at any time during the period and must be in a position to attend to a support call should the need arise.
- b During the period of on-call, you will be paid \$250 gross per week Monday to Sunday. If you are required to attend to problems via dial-up during this time, then you shall be paid a minimum of one and a half hours at double time. This payment is inclusive of other work undertaken during those one and a half hours unless you are required to attend an RAC work-site to rectify the problem.
- c If you are required to attend an RAC work-site to rectify a problem, then you shall be paid in accordance with overtime clause 13.4.2(d) with a minimum of three hours being paid. Time reasonably spent for getting to and from work shall be counted as time worked.

### 13.5.4 Call Out Payment

- a If you are recalled to work after one hour of leaving work, you shall be paid at least three hours on overtime rates in accordance with overtime clause 13.4.2(d). Time reasonably spent for getting to and from work shall be counted as time worked.
- b Meal allowance is applicable if a call out requires you to work during a meal time as outlined in clause 13.5.1.

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## 14 YOUR LEAVE ENTITLEMENTS

### 14.1 Annual Leave

This clause applies to Full Time and Part Time employees, but does not apply to Casual Employees. If you are a Part Time employee your annual leave entitlements accrue on a pro-rata basis.

#### 14.1.1 Your Annual Leave Entitlement

- a For each year of service you are entitled to four weeks of paid annual leave.
- b Your entitlement to paid annual leave accrues progressively during your year of service according to your ordinary hours of work.

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- c Annual leave is to be taken at a time agreed between you and your Leader and may include annual leave taken as single days. If your application for annual leave is denied, your Leader will give you reasons why leave was not granted at that time.
  - d Your leader cannot unreasonably refuse a request for you to take your four week annual leave entitlement in any year of service unless you agree.
  - e When you are on annual leave, you will receive your full pay, which means the amount of pay that you would have received for performing your normal duties during ordinary hours, had you been at work for the relevant period.
  - f In addition to your Ordinary Rate of Pay for annual leave, you will be entitled to an annual leave loading of 17.5% of your Ordinary Rate of Pay.
  - g Annual leave loading is payable on termination on fully and pro rata accrued annual leave.
  - h You may apply for annual leave before it accrues. If you are paid annual leave before it accrues, and you subsequently leave the RAC, you must repay the RAC for any annual leave taken in excess of your entitlement. You authorise the RAC to deduct the sum of any annual leave, taken in excess of your entitlement, from your termination payment
  - i If during two consecutive years you accrue your full entitlement to annual leave and take no annual leave, the RAC may direct you to take up to ¼ of the total days you have fully accrued. In this instance, you will be given at least two months' notice before the expected date the leave is to commence.

#### **14.1.2 Annual Leave and Public Holidays**

If a public holiday falls during your period of annual leave, you will receive your Ordinary Rate of Pay for that public holiday and it will not be counted as leave.

#### **14.1.3 Cashing out Annual Leave**

- a The RAC encourages you to take your full entitlement to annual leave every year. However, by agreement between you and your Leader, you may elect to cash out some of your annual leave and receive a payment instead of taking paid annual leave.
- b In order to cash out paid annual leave you must retain a minimum four weeks annual leave balance immediately following the cash out and have taken at least two weeks of annual leave in the preceding twelve months.
- c The rate for cashing out of annual leave is your Ordinary Rate of Pay including any applicable leave loading.
- d If you wish to cash out annual leave, you must complete the relevant form stating that you are electing to forego an amount of annual leave and will receive an equal benefit in lieu of your annual leave entitlement.

#### **14.2 Personal Leave**

- a This clause applies to full-time and part-time employees, but does not apply to Casual Employees. If you are a part-time employee, your personal leave entitlements accrue on a pro-rata basis.
- b Your Personal Leave includes sick leave and carer's leave.
- c For each year of service you are entitled to the following paid personal leave:

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## 14.7 Long Service Leave

- a Your long service leave shall be in accordance with the *Long Service Leave Act 1958 (WA)*, as amended from time to time.
- b Subject to the minimum entitlements under the *Long Service Leave Act 1958 (WA)*, your long service leave includes:
  - i. eight and two third weeks after the completion of ten years' service; and
  - ii. after ten years of continuous service, an additional four and one third weeks for every five additional years of continuous service.
- c You are entitled to be paid out accrued long service leave on a pro rata basis if your employment is terminated for a reason other than serious misconduct after the completion of seven years of continuous service, but before ten years of continuous service.
- d The above leave is calculated on your entire period of service (including months and days).
- e If prorated leave has been taken, the RAC shall deduct that amount from the entitlement on termination.

## 14.8 Unplanned events Leave

- a This clause does not apply to you if you are engaged as a casual employee or on a maximum term employment contract.
- b The RAC understands that emergencies do happen and are prepared to support you in these times when other forms of leave may not suit the occasion.
- c Unplanned events leave is intended for unplanned events such as flood, fire and burglary.
- d You are not entitled to take unplanned events leave for events such as (but not limited to) pupil free days, taking relatives to the airport, public transport strikes, car breakdowns or other such events.
- e You are entitled to up to one paid unplanned events leave day per year of continuous services.
- f Any unused unplanned events leave does not accrue from year to year and is not payable on termination of employment.

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## 15 EDUCATIONAL ASSISTANCE

You are entitled to educational assistance as approved and provided by the RAC.

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## 16 WORKERS COMPENSATION

- a Where you sustain an injury which qualifies you for compensation under the *Western Australian Workers' Compensation and Injury Management Act 1981*, you will be entitled to make-up pay.
- b Make-up pay means a payment from the RAC of an amount representing the difference between the amount of monetary compensation being received by you and the Ordinary Rate of Pay to which you are entitled.

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- c** Make-up pay will be payable for a maximum period of twenty-six weeks, whether such payment is paid in consecutive weeks or non-consecutive weeks in respect of incapacity arising from one injury.
- d** Subject to the *Western Australian Workers' Compensation and Injury Management Act 1981 (WA)*, your employment will not be terminated at any time when make-up pay is being paid to you because of the incapacity or in order to avoid payment of the make-up pay.
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## 17 PUBLIC HOLIDAYS

- a** You are entitled to the following gazetted Western Australian public holidays:
- New Year's Day
  - Good Friday
  - Easter Monday
  - Christmas Day
  - Boxing Day
  - Australia Day
  - Anzac Day
  - The Queen's Birthday
  - Labour Day
  - Western Australia Day
- b** If any additional holidays are declared or prescribed in the location you are working, these days will constitute an additional public holiday.
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## 18 TERMINATION OF EMPLOYMENT AND REDUNDANCY

### 18.1 Termination of Employment by RAC

- a** The RAC will provide the following notice when terminating the employment of an employee, except for employees on probation, completion of a maximum term contract, Casual Employees and in instances of serious misconduct.

Period of Continuous Service	Period of Notice
Less than 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years' service	4 weeks

- b** In addition to the period of notice above, employees over forty-five years of age at the time notice is given with no less than two years continuous service will be given an additional week's notice.
- c** Employment may be terminated by providing the notice above, or part thereof with payment in lieu of notice or payment in lieu of notice in full.
- d** Payment in lieu of notice will include any loadings, penalties or allowances that you normally would have received had you worked out the notice period.

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- e If you are given notice by the RAC, you will be allowed up to one day's paid time off work to look for alternative employment, at a time convenient to you and after consultation with your Leader.

## **18.2 Termination of Employment by Employee**

- a If you resign from your employment with the RAC you must provide the notice as per your employment contract. If your contract does not specify a notice period, then the same period of notice as that required by the RAC will apply, except that there is no requirement on you to give an additional week's notice based on your age.
- b If you leave without providing and working out the required period of notice, the RAC has the right to withhold monies due to you, that equates to the amount of notice not provided.

### **18.2.1 Notice Period if you work in ICT**

- a If you are employed within ICT, the RAC must provide you with four weeks' notice, regardless of your period of continuous employment as set out in clause 18.1(a).
- b If you resign from your employment, you must also give RAC four weeks' notice.
- c A lesser period may be Mutually Agreed between you and your Leader.

## **18.3 Redundancy, Redeployment and Transmission of Business**

This clause does not apply if you are a Casual Employee or at the end of your maximum term contract. Entitlements under this clause are in substitution for entitlements under the NES and will not be given in addition to NES entitlements.

### **18.3.1 Entitlements**

- a If your employment is terminated due to a redundancy and you would be entitled to a redundancy payment under the *Fair Work Act 2009 (Cth)* you will receive:
  - i. eight weeks' notice or (part) payment in lieu of notice;
  - ii. three weeks' pay per year of service (pro-rated for part years);
  - iii. pro-rated long service leave after five years' service; and
  - iv. any outstanding entitlements.
- b A maximum payment of seventy-five weeks applies to i & ii (in total) of this clause.
- c During the period of notice provided for in clause 18.3.1(a)(i) you shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

### **18.3.2 Transmission of Business**

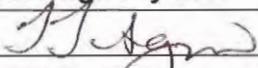
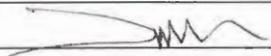
Where a business is transmitted from one employer to another, the new employer will be bound by any and all statutory obligations to recognise your 'continuous service', the period of service that you had with the transmitter (original employer), or any prior transmitter as service with the transmittee (new employer) for the purposes of calculating your notice of termination should it arise or for long service leave purposes.

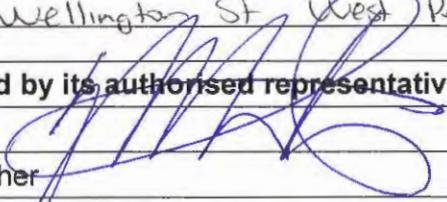
## Schedule 1 – RAC Classification System

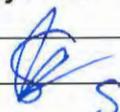
CLASSIFICATION	Example POSITION TYPES	DESCRIPTOR	DECISION MAKING & COMPLEXITY OF TASKS
A	<p><b>Facilities support services officer</b></p> <p><b>Mail room clerk</b></p>	<ul style="list-style-type: none"> <li>• Basic skills required in order to clearly understand oral and written instructions</li> <li>• Knowledge of easily-accomplished processes, routines and basic products limited to own scope of responsibility</li> <li>• Likely to have keyboard skills and general PC literacy</li> <li>• Progressively acquires an understanding of products/processes relevant to role</li> <li>• Performs routine tasks within defined standards of time, efficiency, accuracy &amp; quality</li> <li>• Experience in providing effective administrative/clerical support – including expertise in a basic range of PC applications</li> <li>• Actively participates as a team member and may contribute to &amp; share with colleagues knowledge &amp; experience of process, product, standards &amp; systems</li> <li>• May deal with a variety of internal and external contacts</li> </ul>	<ul style="list-style-type: none"> <li>• Undertakes simple tasks under close supervision, so that errors or non-compliance are easily detected &amp; corrected in the immediate term</li> <li>• Tasks are clearly defined and repetitive</li> <li>• Choice of actions is clear</li> <li>• Simple work activities, often highly repetitive, are performed under intermittent supervision</li> <li>• Ability to solve recurring issues within own scope of responsibility and recommend minor procedural changes to supervisor/manager</li> <li>• Limited scope in choice of actions</li> </ul>
B	<p><b>Service Desk Analyst</b></p> <p><b>Payroll Consultant</b></p> <p><b>Accounts payable/receivable</b></p>	<ul style="list-style-type: none"> <li>• Carries out a range of higher-level administrative, technical, research or sales/customer service tasks that may require some specialised (generally non-theoretical skills) gained through on-the-job training</li> <li>• May be developing industry knowledge in insurance or other financial services through training, work experience or a certificate course relevant to the area of work</li> <li>• Essential to achieving job objectives are combined skills in understanding people &amp; adapting standard responses to customer needs (internal or external), whether this be related to process or product</li> <li>• Ability to communicate, understand &amp;/or to convey technical issues &amp; information (as they relate to process, product or methodology), &amp; translate into actions</li> <li>• These roles require specialised skills gained either through extended job experience or extended job-related training</li> <li>• Able to handle more complex administrative processes; &amp;/or research; or fully trained technical or office sales/customer service specialist</li> </ul>	<ul style="list-style-type: none"> <li>• Applies standard procedures and knowledge</li> <li>• Independence regarding HOW tasks are performed within clear guidance about WHAT needs to be achieved and WHEN</li> <li>• Some complexity in the extent and choice of actions required</li> <li>• Works primarily on specialist or technically complex issues that are governed by guidelines &amp; have established precedents – i.e. assistance may be available from solutions developed earlier, or elsewhere within the business</li> <li>• Expected to solve all recurring issues &amp; challenges within the scope of the role, without a requirement to refer to a higher level (i.e. improvements to process &amp; methods should be routinely made on the basis of previous experience and application of professional standards)</li> <li>• Decisions made &amp; actions taken are subject to periodic review and guidance by more senior</li> </ul>

CLASSIFICATION	Example POSITION TYPES	DESCRIPTOR	DECISION MAKING & COMPLEXITY OF TASKS
		<ul style="list-style-type: none"> <li>• May coach/manage staff working in process/customer service environment or co-ordinate activities of team members</li> </ul>	managers
C	Assistant Accountant Desktop Services Analyst	<ul style="list-style-type: none"> <li>• Interacts directly and continuously on a daily basis with subordinates to give work directions and/or assignments</li> <li>• Significant operational experience and/or may be tertiary qualified</li> <li>• May lead/manage staff working in a specialist environment and can obtain co-operation of staff members in achieving team objectives</li> <li>• Broad and deep experience with company products and/or legislation relevant to role</li> <li>• May be a technical expert without supervisory responsibilities</li> <li>• Impacts the business unit, division or functional area at a team level through individual expertise or specialisation (sales, product, IT etc) &amp; the contribution of this to a team, or through responsibility for the combined contribution of a team</li> <li>• May direct subordinates' activities involving planning, organising, executing, controlling and reviewing work of team</li> <li>• Expert in area of specialisation normally associated with a professional or academic qualification – nature of expertise is such that it needs to be continually updated via professional development</li> <li>• Communicates progress on key projects/initiatives to senior management generally with a medium term focus</li> <li>• May oversee and approve improvements to customer processes</li> <li>• Provides a high level of professional or technical skill in a particular area, discipline or function</li> <li>• May manage specialised projects</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluates complex technical or less complex professional &amp; non-standard issues, &amp; develops solutions or recommendations.</li> <li>• Deals with multiple tasks &amp; resolves conflicting deadlines that have an impact on areas outside of the immediate team, business unit or division</li> <li>• Team members refer difficult issues and required resolution of conflicting priorities and problems</li> <li>• Solves unique or unusual problems that have rarely occurred within the business or the market, by applying conceptual, innovative or creative thinking</li> <li>• Takes into account issues outside of the immediate work area &amp; considers the needs &amp; strategies of other areas &amp; the business generally when developing or formulating solutions</li> <li>• A variety of complex activities encountered with high-level guidance generally available from more senior management</li> </ul>

**PARTIES TO THE AGREEMENT**

<b>SIGNED for and on behalf of RACWA Holdings Pty Ltd:</b>	
Signature:	
Full Name:	TERRY TAMAS AGNEW
Position Title / Authority to sign:	GROUP CEO
Date:	20/8/13
Address:	C/- RAC Group, 832 Wellington Street, WEST PERTH WA 6005
<b>In the presence of:</b>	
Witness Signature:	
Witness Full Name:	TRACY PORTER
Date:	20/8/13
Address:	C/RAC 832 Wellington St West Perth 6005

<b>SIGNED for and on behalf of RACWA Holdings Pty Ltd by its authorised representative:</b>	
Signature:	
Full Name:	Geoffrey Brian Mather
Position Title / Authority to sign:	Chief Financial Officer/Company Secretary
Date:	20/8/13
Address:	C/- RAC Group, 832 Wellington Street, WEST PERTH WA 6005
<b>In the presence of:</b>	
Witness Signature:	
Witness Full Name:	TRACY PORTER
Date:	20/8/13
Address:	C/- RAC 832 Wellington St West Perth 6005

<b>Signed by a representative of employees of RACWA Holdings Pty Ltd who will be covered by this Agreement:</b>	
Signature:	
Full Name:	SANJEEV SINGH
Position Title / Authority to sign:	Desktop Solutions Analyst - Employee Representative
Date:	21/8/13
Address:	C/- RAC Group, 832 Wellington Street, WEST PERTH WA 6005
<b>In the presence of:</b>	
Witness Signature:	
Witness Full Name:	Travis Singer
Date:	21/8/13
Address:	C/- RAC 832 Wellington Street, West Perth 6005

