



# DECISION

*Fair Work Act 2009*

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

**RACQ Operations Pty Ltd**  
(AG2019/2175)

## **RACQ GROUP ENTERPRISE AGREEMENT 2019 - 2022**

Banking finance and insurance industry

COMMISSIONER SPENCER

BRISBANE, 15 OCTOBER 2019

*Application for approval of the RACQ Group Enterprise Agreement 2019 - 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *RACQ Group Enterprise Agreement 2019 - 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by RACQ Operations Pty Ltd (the Applicant). The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with ss.191(1) and 201(3) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached to the Agreement.

[4] The Finance Sector Union of Australia (FSU) 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 October 2019. The nominal expiry date of the Agreement is 31 May 2022.



COMMISSIONER

[2019] FWCA 7118

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**RACQ GROUP  
ENTERPRISE AGREEMENT 2019 – 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.**

# PART I – APPLICATION OF THE AGREEMENT

## 1. TITLE

This Agreement is titled the **RACQ Group Enterprise Agreement 2019 – 2022**.

## 2. ARRANGEMENT

This Agreement is arranged as follows:

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### **3. APPLICATION**

This Agreement shall cover:

- (a) RACQ;
- (b) Employees; and
- (c) the FSU.

### **4. PERIOD OF OPERATION**

This Agreement will operate from 7 days after the date of approval by the Fair Work Commission and will continue to apply until it is replaced by another agreement or terminated in accordance with the Act. The nominal expiry date of the Agreement is 31 May 2022.

### **5. EFFECT AND INTENT OF THE AGREEMENT**

- 5.1 This Agreement is a standalone agreement and wholly replaces the Award (save where this Agreement expressly incorporates a provision of the Award).
- 5.2 This Agreement shall replace and extinguish:
  - (a) the *RACQ Group Enterprise Agreement 2016-2019*; and
  - (b) any other industrial instrument (including any enterprise agreement) which covered the employees who are covered by this Agreement.
- 5.3 The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement. This Agreement may provide for conditions in excess of (but not below) the NES. In the event of inconsistency with the NES, the NES shall take precedence.
- 5.4 This Agreement is a closed Agreement. It is a full and final settlement and represents all entitlements to wages and conditions of employment for the employees covered. The parties agree not to pursue any further claims for the duration of the Agreement.
- 5.5 It is the objective of this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of the employees, enhance skills and job satisfaction and assist positively in ensuring that RACQ becomes a more efficient and productive enterprise. The parties to this Agreement agree to implement improvements based on productivity, efficiency, flexibility and customer focused work practices over the life of the Agreement.
- 5.6 It is the objective of this Agreement to implement and maintain workplace practices that are fair and reasonable. It is the intention of RACQ to enhance and develop the skills of employees to allow them to further contribute to the efficiencies and productivity of the enterprise.

## PART II – EMPLOYMENT RELATIONSHIP

### 6. TYPES OF EMPLOYMENT

RACQ may engage employees in the following types of employment:

#### 6.1 Full-time Employment

A full-time employee is engaged to work an average of 37.5 ordinary hours per week.

#### 6.2 Part-time Employment

- (a) Part-time employees shall be employed for not more than an average of 37 ordinary hours per week, on a reasonably predictable basis. At the time of engagement, or at other times, RACQ and the part-time employee will agree in writing on the minimum number of ordinary hours per week to be performed by the employee.
- (b) Part-time employees are paid for each hour worked at the ordinary rate of pay per hour for a full time employee.
- (c) Paid leave provisions specified in this Agreement, including annual leave, personal leave, long service leave and compassionate leave shall apply on a pro rata basis to part-time employees based on ordinary hours worked.
- (d) Where required to fulfil initial training obligations, a part-time employee may be required by RACQ to work full-time for up to 12 weeks. The employee shall be paid and accrue entitlements as a full-time employee while required to work full-time. The personal circumstances of the part-time employee will be taken into account prior to requiring a part-time employee to complete this initial training period on a full-time basis.
- (e) Where RACQ and an employee agree in writing, part-time employment may be converted to full-time, and vice versa, on a permanent basis or for a fixed period of time. All accrued entitlements shall be maintained. If an employee is converted to part-time employment, accrual of entitlements will occur in accordance with the part-time engagement from the time of the conversion.
- (f) Unless a lesser period is requested in writing by the employee and agreed by RACQ (such request may be withdrawn by the employee at any time), a part-time employee will be employed for a minimum of 15 hours per week on average over the roster cycle (ie 90 hours over a 6 week roster cycle, or a proportionately lesser number of hours where the roster cycle is less than 6 weeks).

#### 6.3 Fixed term or Specified task Employment

Fixed term employees are employed for a specified period of time. Fixed term employment expires automatically at the end of the specified time, and the employee will not be entitled to remuneration or any other benefits after that specified time ends. If fixed term employment continues beyond a 24 month period, a review will occur to determine whether the position is required on a permanent basis.

Specified task employees are employed for the duration of a specified task. Specified task employment expires automatically on the conclusion of the specified task, and the employee will not be entitled to remuneration or any other benefits after that specified task ends.

#### **6.4 Casual Employment**

- (a) Casual employees are engaged on a casual basis by the hour and may, subject to the Act, terminate their employment or be discharged at any moment without notice.
- (b) Casual employees may be employed to cover unforeseen circumstances, peak workloads, the absence of permanent employees and public holidays. RACQ will, whenever feasible, seek to employ on a permanent basis rather than a casual basis.
- (c) Casual employees are paid for each hour worked at an hourly rate calculated on the basis of:
  - (i) the ordinary rate of pay per hour for a full time employee; plus
  - (ii) 25% casual loading.

In addition, where the employee works the night shift in a Contact Centre the employee shall also be entitled to be paid the night shift loading.

For clarity, the casual loading is in lieu of leave entitlements and public holiday provisions and to compensate for the nature of casual employment.

- (d) A casual employee may only replace a full-time employee on scheduled leave (e.g. annual leave or long service leave) if appropriate permanent part-time employees have been offered these hours in the first instance.

#### **6.5 Job Sharing**

RACQ may agree to job sharing arrangements.



# 7. DUTIES OF EMPLOYMENT

## 7.1 Duties

Employees shall perform the duties of their employment to the best of their abilities, in accordance with any reasonable directions or instructions of RACQ.

Employees must familiarise themselves and comply with all policies and procedures of RACQ, including the Code of Conduct. RACQ may communicate new or revised policies and procedures from time to time in writing, by electronic mail or the internal intranet.

Employees shall use any equipment, technology and systems as may be required by RACQ, provided that the employee has been appropriately trained and it is safe to do so.

## 7.2 Incidental Duties

RACQ may alter the duties of an employee or require an employee to perform a wider range of duties including those which are incidental or peripheral to their usual tasks or functions, provided such duties are reasonably within the limits of the employee's skill, competence and training.

## 7.3 Standards of Conduct

RACQ is an organisation that greatly values its good reputation. It relies on the maintenance and enhancement of its reputation to achieve the public support that is necessary for it to provide services to the community and to meet its objectives. Employees must maintain and observe standards of personal and professional conduct that are consistent with the good reputation of RACQ.

With the increasing use of social media and social networking websites such as Facebook, Twitter and personal blogs, employees should be aware that their on-line presence may reflect on RACQ. All employees should be aware that their actions captured via images, posts, or comments can impact upon RACQ, such that the requirement to maintain and observe standards of personal and professional conduct may extend beyond the workplace.

## PART III – WORK AND ENTITLEMENTS

### 8. HOURS OF WORK, ROSTERS AND BREAKS

#### 8.1 Hours of Operation

A business unit will, on the basis of an assessment of business needs and in consultation with employees, determine the necessary hours of operation between the hours below:

	Business Units	Spread of Hours
(a)	Contact Centres	24 hours per day, Monday to Sunday
(b)	All except Contact Centres	6.00am - 9.00pm, Monday to Sunday

#### 8.2 Maximum Ordinary Hours

- (a) Full time employees: Ordinary hours for full time employees will not exceed:
  - (i) 10 hours per day;
  - (ii) 50 hours per week;
  - (iii) an average of 37.5 hours per week over a roster cycle not exceeding 6 weeks.
- (b) Part-time employees: Ordinary hours for part-time employees will not exceed:
  - (i) 10 hours per day;
  - (ii) 49 hours per week;
  - (iii) an average of 37 hours per week over a roster cycle not exceeding 6 weeks.
- (c) Casual employees: Ordinary hours for casual employees will not exceed:
  - (i) 10 hours per day;
  - (ii) 50 hours per week;
  - (iii) an average of 37.5 hours per week over a roster cycle not exceeding 6 weeks.
- (d) Hours outside of these constraints shall be overtime, unless performed pursuant to an Optional Working Hours arrangement (clause 8.5).

#### 8.3 Days Off

- (a) An employee shall not work more than 6 consecutive days in any roster cycle (unless the employee agrees to work additional consecutive days in the roster cycle). The JCC shall review the operation of this clause 6 months and 12 months after its commencement.
- (b) Unless agreed with the employee, an employee will be entitled to at least 3 notional weekends in any 6 week roster cycle (and the same number of notional weekends on a pro-rata basis where a roster cycle is less than 6 weeks).

#### **8.4 Rosters**

- (a) RACQ will operate a roster system to take into consideration operational needs, including daily and seasonal peaks. RACQ shall consult with employees regarding:
  - (i) the employee's preferred working hours; and
  - (ii) the employee's family and personal circumstances.
- (b) Rosters for employees (other than casual employees) will be issued by RACQ as follows:
  - (i) a preliminary roster will be made available a minimum of 2 weeks before each roster cycle;
  - (ii) a final roster for each week shall be made available a minimum of 2 weeks prior to the relevant working week and will not change after this time, except:
    - (A) RACQ may adjust the start and finish time of an employee's shift on not less than 1 week's notice;
    - (B) otherwise, by agreement between RACQ and an employee. RACQ and the employee will not unreasonably refuse to agree to a change to a roster that does not involve an increase or decrease in total hours worked.
- (c) Rosters may include split shifts by agreement between RACQ and the employee.
- (d) A part-time or casual employee shall not be rostered for less than 3 consecutive hours on any day that the employee is rostered to work, provided however that:
  - (i) if attendance is for the purpose of training and/or a meeting, the minimum is 2 hours;
  - (ii) if the employee is rostered to work a split-shift, each portion of the shift shall be for not less than 2 hours.
- (e) RACQ shall endeavour to have at least 2 employees working at each site at a time, such that an employee is not required to work alone. Where an employee is required to work alone RACQ will make appropriate security arrangements to ensure the employee's safety.
- (f) Where an employee believes a new roster, or changes to an existing roster, is unreasonable the employee may utilise the Dispute Resolution provisions of this Agreement.

#### **8.5 Banking of Hours - Optional Working Hours Arrangements**

- (a) RACQ acknowledges the importance of employees maintaining a work-life balance. Accordingly, a business unit of RACQ may choose to operate a system of Optional Working Hours (OWH) arrangements which allows employees to accumulate banked time which may be taken as paid time off work at a mutually agreed time, to meet personal needs. Any OWH scheme shall not reduce the operational efficiency of the business unit of RACQ and shall not be designed to avoid obligations in regards to the payment of overtime.
- (b) Participation in an OWH scheme shall be by invitation from RACQ, shall be voluntary and subject to agreement of the employee. Ordinary hours for employees who participate in an OWH scheme will continue to be in accordance with the ordinary hours provisions in clause 8.2 of this Agreement except that their ordinary weekly hours may be averaged over 26 weeks.
- (c) OWH arrangements shall be subject to the following:
  - (i) An OWH arrangement will only operate to accommodate a predetermined and rostered pattern of hours which allow an employee to bank additional hours worked, and/or to accommodate an employee's request to accrue additional hours. Any employee request to work additional hours under the OWH arrangement is subject to agreement of RACQ.

- (ii) An OWH arrangement will not be used to accrue hours of work that are unplanned, ad hoc and which are at the direction of RACQ. Such additional hours must be treated as overtime in accordance with clause 11. Where an employee elects to take time off in lieu of overtime in accordance with clause 11.4, such time will be accrued and recorded separately to any time accrued and recorded under an OWH arrangement.
- (iii) An employee shall not at any time have a bank of more than 24.5 hours. Banked time must be used or paid within 6 months of accrual.
- (iv) Banked time shall be taken at a time agreed between the employee and their manager. Employees acknowledge that restrictions may exist on the number of employees who are able to take banked time-off at any time due to staffing, training commitments, peak holiday periods and operational activity.
- (v) At any time an employee may request to have their banked hours paid out. Any banked time remaining at the time an employee ceases employment or changes business unit shall be paid out. Banked hours are paid at the employee's ordinary rate of pay at the time of payment.

## **8.6 Breaks**

- (a) Employees who work 5 or more hours in a rostered shift shall be allowed an unpaid meal break of not less than 30 minutes and not more than 60 minutes, although an employee may request to work up to 6 hours without an unpaid meal break. Unpaid meal breaks are to be taken at a time as directed by RACQ. An unpaid meal break may be extended to a maximum of 2 hours by agreement between an employee and their manager. Unpaid meal breaks do not count towards ordinary hours worked or shift length under this Agreement.
- (b) Employees shall be entitled to paid rest pauses on days worked as follows:
  - (i) for a shift more than 3 hours but less than 6 hours: 1 x 15 minute rest pause.
  - (ii) for a shift 6 hours or more: 1 x 15 minute and 1 x 10 minute rest pauses (unless an employee has extended their unpaid meal break to more than 60 minutes, in which case only 1 x 15 minute rest pause shall be available).

For clarity, shift length in this clause excludes unpaid meal breaks.

- (c) At an employee's request, RACQ may in its discretion permit breaks to be taken at the beginning or end of a shift to facilitate an employee starting after the start of the shift or finishing work before the end of a shift.

## **8.7 Minimum Breaks Between Shifts**

An employee shall have a minimum of 10 hours from the completion of ordinary hours on one shift to the commencement of ordinary hours the next shift, except if there is agreement between the employee and RACQ in which case the break between ordinary hours shall not be less than 8 hours. If RACQ requires an employee to resume work without such break, the employee shall be paid at double the relevant ordinary rate of pay until such time as the employee is released from duty for the entitled 10 hour or 8 hour break.

Where an employee is released from duty prior to the conclusion of the second shift the employee will be paid the ordinary rate of pay for the remainder of the shift.

For clarity, this clause shall not apply to split shift arrangements.

## 9. WAGES AND RELATED MATTERS

### 9.1 Classification Structure

- (a) Employees shall be classified based on the grade assigned to their position. The definitions of grades are contained in Appendix A and the grade shall be assigned by RACQ's Job Evaluation Committee. Employees must be advised of the grade assigned to their position.
- (b) The minimum wage to be paid to employees shall be in accordance with the grade assigned to their position.
- (c) The Job Evaluation Committee will undertake an overall review of the grade of all positions covered by this Agreement at least once every 3 years. Where there is significant change in a position, the incumbent employee and/or their manager can submit the position description to RACQ's Job Evaluation Committee for an ad-hoc grading review.
- (d) An employee may appeal the grading of their position. Appeals will be referred for consideration to a Job Evaluation Appeals Committee that, where requested by an employee, will include an employee nominated representative (which may include the FSU).

### 9.2 Wage Rates

- (a) Competent Rates

Subject to the remainder of this clause 9.2, RACQ will pay employees at the ordinary rate of pay set out below (exclusive of superannuation):

Grade	Pay Point	Wage Rates (full-time equivalent, competent, adult) Effective from 1 <sup>st</sup> full pay period on or after:					
		13 June 2019		13 June 2020		13 June 2021	
		Annual	Hourly	Annual	Hourly	Annual	Hourly
		2.25% Increase		2.25% Increase		2.25% Increase	
1	A	\$45,899	\$23.5380	\$46,932	\$24.0676	\$47,988	\$24.6091
	B	\$46,947	\$24.0754	\$48,003	\$24.6171	\$49,083	\$25.1710
	C	\$47,993	\$24.6118	\$49,073	\$25.1656	\$50,177	\$25.7318
2	A	\$49,081	\$25.1698	\$50,185	\$25.7361	\$51,315	\$26.3151
	B	\$50,182	\$25.7345	\$51,311	\$26.3135	\$52,466	\$26.9056
	C	\$51,325	\$26.3207	\$52,480	\$26.9129	\$53,661	\$27.5185
3	A	\$52,807	\$27.0805	\$53,995	\$27.6898	\$55,210	\$28.3129
	B	\$54,331	\$27.8618	\$55,553	\$28.4887	\$56,803	\$29.1297
	C	\$55,907	\$28.6704	\$57,165	\$29.3155	\$58,451	\$29.9751
4	A	\$57,526	\$29.5004	\$58,820	\$30.1642	\$60,144	\$30.8429
	B	\$59,254	\$30.3866	\$60,587	\$31.0703	\$61,950	\$31.7694
	C	\$62,926	\$32.2696	\$64,342	\$32.9956	\$65,789	\$33.7380

5	A	\$66,896	\$34.3057	\$68,401	\$35.0775	\$69,940	\$35.8668
	B	\$71,711	\$36.7749	\$73,324	\$37.6023	\$74,974	\$38.4484
	C	\$76,607	\$39.2855	\$78,330	\$40.1694	\$80,093	\$41.0732

Grades and pay-points are by appointment only.

(b) Commencement Rates

The ordinary rate of pay for an employee newly appointed to a position shall be 92% of the competent rate for the position as detailed in clause 9.2(a). The commencement rate is intended to reflect the training required and time to reach a reasonable level of independence and proficiency in the position.

The commencement rate shall apply to the employee for their first 6 months in the position, provided however that if an employee has had more than 3 weeks unpaid absence in aggregate during this period the commencement date shall continue beyond 6 months by the period of the unpaid absence. RACQ may appoint an employee to the competent rate at any time prior to the end of the initial 6 month period.

(c) Change of Positions

RACQ shall not decrease an employee's ordinary rate of pay as a result of:

- (i) a promotion or move to a position graded the same or higher;
- (ii) a secondment, unless the secondment has involved a calling for 'Expressions of Interest' or advertising (internally or externally).

### 9.3 Annualised Wage

RACQ and an employee may enter into a written contract of employment providing for an annualised wage, which shall displace the wages rates, allowances, overtime, weekend and other penalty rates, and annual leave loading applicable under this Agreement, provided:

- (a) The contract of employment is voluntarily entered into. A copy shall be provided to the employee within 14 days of being entered into.
- (b) The terms and conditions of employment in the contract of employment are not less favourable overall than the provisions of the Agreement. Any additional payments made in excess of the entitlements of the Agreement may be taken into consideration by way of an offset against entitlements under the Agreement.
- (c) The employee's wage under the contract of employment is reviewed annually. At this review, an employee may request other aspects of the contract of employment be reviewed.
- (d) RACQ or the employee may terminate the contract of employment (without terminating the employment relationship) at the review with the provision of 4 weeks (28 days) written notice. Upon termination of the contract of employment, the parties shall revert to the general provisions of this Agreement. The employee accepts that such a reversion would result in a reduction in pay to the rate of the relevant grade under this Agreement, and the forfeiture of other benefits otherwise provided in the contract but not available under this Agreement.

#### **9.4 Payment of Wages and Rectifying Errors**

- (a) Except where otherwise mutually agreed between RACQ and the majority of employees, payment of wages shall be made by electronic funds transfer, fortnightly.
- (b) When a payment error has occurred, unless there are exceptional circumstances the following process shall apply:
  - (i) If the error is the fault of RACQ, and the amount is \$50 or less, the error will be corrected in the next pay cycle of the employee.
  - (ii) If the error is the fault of RACQ, and the amount is more than \$50, unless agreed by the employee to wait for the next pay cycle, RACQ will endeavour to correct the error within 1 business day.
  - (iii) If the error is the fault of the employee, the error will be corrected in the next pay cycle of the employee unless the Manager agrees to another arrangement due to mitigating circumstances.
- (c) Where an overpayment of wages occurs the recovery of such overpaid monies should occur as follows:
  - (i) The employee must be notified in writing with details of the overpayment as soon as practicable after it has been identified. Recovery will be undertaken by one of the following options, at the election of the employee:
    - (A) payment in full by deduction from the next available pay; or
    - (B) payment by instalments by deduction of a reasonable fixed amount per pay period as mutually agreed between the parties.

Unless the overpayment is disputed by the employee, the employee shall not unreasonably withhold or delay their consent to repayment. In the event of dispute, any undisputed amounts shall be repaid pending resolution of the amount disputed.

  - (ii) Disputes regarding overpayment of wages shall be dealt with in accordance with the Disputes Resolution procedure as outlined in this Agreement.
  - (iii) Should an employee fail to repay any outstanding amounts on ceasing employment, RACQ may deduct from any monies owing, including wages, payment for accrued leave, etc., any outstanding amounts.

#### **9.5 Superannuation**

RACQ will contribute superannuation for employees in accordance with the *Superannuation Guarantee (Administration) Act 1992* or relevant federal legislation (as amended or replaced).

Employees can nominate a complying superannuation fund they would like their contribution paid into by completing and providing the Standard Choice form. Should an employee not nominate their preferred fund or return the Standard Choice form within the required timeframe, the contribution will be paid into the RACQ's default fund, currently the RACQ Superannuation Fund (which is subject to change) on their behalf, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product.

## **9.6 Salary Sacrificing**

Employees will be able to access salary sacrificing options in accordance with RACQ's salary sacrifice policy (as may exist from time to time). Any salary sacrifice of wages to be taken in the form of non-cash benefits must be in writing and signed by the employee. The total value of cash and non-cash components must not fall below the ordinary rate of pay of the employee.

The contribution prescribed by legislation to be paid into a complying superannuation fund on behalf of an employee must not be included in the calculation of the value of the non-cash component of the minimum salary.

## **9.7 Incentive Schemes**

- (a) Business units at RACQ may operate performance based incentive schemes of up to 5% of an employee's ordinary rate of pay in recognition of performance above the required standards.
- (b) Performance standards will be aligned to business unit objectives, be fair and reasonable and be set in consultation with employees. RACQ commits that performance standards in an incentive scheme will be set at a level that not less than 35% of employees in the relevant business unit would achieve an incentive payment.
- (c) Information about the distribution of incentive scheme payments made to employees will be discussed with the Joint Consultative Committee. At least once per year, on request of the FSU, RACQ will share information (other than personal details, confidential and/or commercially sensitive information) regarding the incentive scheme payments.
- (d) At the discretion of RACQ, it may implement or conduct additional specialist incentive schemes in suitable business units to drive and incentivise specific targets or outcomes. Schemes relating to this clause generally operated over shorter timeframes (e.g. monthly sales schemes).



## 10. LOADINGS AND ALLOWANCES

### 10.1 Shift and Weekend Loadings – Contact Centres

RACQ shall roster employees on day shift, evening shift, night shift or rotating shift. The following loadings will be paid in addition to the ordinary rate of pay for ordinary hours for shift and weekend work:

Shift	Description	Shift Loading	Weekend Loading
Day Shift	Day shift operates between 6am and 11pm.  Day shift is when an employee is not on an evening shift, rotating shift or night shift.	Nil loading except for hours worked between the following hours: (i) 8pm and 10pm: 50% (ii) After 10pm: 100%	Saturday 50% Sunday 68%
Evening Shift	Evening Shift is when all rostered shifts finish on or after 8pm, but before 12am.	11.75%	Shift loading plus: Saturday 50% Sunday 68%
Night Shift	Night Shift is when all rostered shifts are between the hours of 9pm and 7am.	31.5%	-
Rotating Shift	Rotational Shift is a roster rotating between Day Shift and Evening Shift over the roster cycle across the full spread of hours, including regular Saturday, Sunday and public holiday shifts	25.5%	-

Further, during the course of this Agreement RACQ may introduce a designated Afternoon Shift roster, with the intent of, in time, endeavouring to better accommodate employee preferences within the Day Shift span of hours. The following loadings will be paid in addition to the ordinary rate of pay for ordinary hours for shift and weekend work:

Shift	Description	Shift Loading	Weekend Loading
Afternoon Shift	Afternoon Shift is when all rostered shifts finish between the hours of 6pm and before 8pm.	5%	Saturday 50% Sunday 68%

Shift loadings and weekend loadings specified above do not apply when the employee is on paid leave (of any type).

### 10.2 Shift and Weekend Loadings – Business units other than Contact Centres

The following loadings will be paid in addition to the ordinary rate of pay for work performed on the following days of the week:

- (a) Saturday: 50%
- (b) Sunday: 68%

Weekend loadings specified above do not apply when the employee is on paid leave (of any type).

### 10.3 Public Holidays

Employees will be paid a loading for work performed on Public Holidays in accordance with clause 19.

### 10.4 On-Call / Stand By allowances

Where applicable, employees required by RACQ to be on-call or in stand by shall be entitled to the following allowances:

When Applied	On-Call	Stand By
Employee is rostered to work	30% of employee's ordinary rate of pay, with a minimum payment of \$23.30 per day on-call.	\$20.50 per day
Employee not rostered to work	30% of employee's ordinary rate of pay with a minimum payment of \$46.70 per day on-call.	\$41.10 per day

For the purposes of this clause:

- (a) On-call refers to a situation where an employee is provided with a mobile phone and is required for a specified period to be available, answer inquiries and provide over the phone assistance.
- (b) Stand by refers to a situation where an employee is required, for a specified period, to hold themselves in readiness to attend work.

### 10.5 Call Back

Where an employee has already worked on a day and completed their shift, and is contacted and directed by RACQ to return to work on the same day, the employee will be paid for the additional work at time and a half for the first 2 hours, and double time thereafter. Unless the employee performs the additional work from home, the payment shall be for a minimum of 2 hours at time and a half and travel time of 45 minutes at the ordinary rate of pay.

For multiple call backs on a single day the number of hours worked will be paid at the greater of either the minimum payment for each call out, or the total number of hours worked.

### 10.6 Higher Duties Allowance

- (a) Where an employee is officially designated to relieve in a position which is graded higher than the employee's assigned position, the employee shall be paid an allowance for the time relieving in the higher position in accordance with the table below:

Occasion	Higher Duties Allowance
Up to 2 full consecutive shifts	No allowance
More than 2 but less than 5 full consecutive shifts	50% of the Grading Difference
5 or more full consecutive shifts	100% of the Grading Difference

- (b) Notwithstanding paragraph (a), where an employee is officially designated to relieve as a shift leader or in a supervisory role on a regular basis as part of a roster in a Contact Centre, for the time relieving in the higher role the employee shall be entitled to a high duties allowance of 100% of the Grading Difference. For the purpose of this paragraph, a regular basis shall mean not less than an average of one occasion per week across a roster cycle.
- (c) For the purpose of this clause, the Grading Difference shall be:
- (i) If the employee is relieving in a position which is covered by this Agreement: The difference between the Competent rate of the grade of the employee's nominal position and the Commencement rate of the grade of the position in which they are relieving.
  - (ii) If the employee is relieving in a position which is not covered by this Agreement: The difference between the Competent rate of the grade of the employee's nominal position and the Commencement rate for grade 5, paypoint C. However if the employee is relieving a Branch Manager and is not undertaking the full range of duties then the Commencement rate of the grade of a Branch Supervisor shall be used.
- (d) An employee relieving in a position of lower grade shall not have their salary reduced.
- (e) A minimum of 1 month's notice is required where an employee has been on a higher duties allowance for over 12 months and is no longer required to relieve in the role.

### 10.7 Overtime Meal Allowance

If an employee is required to perform overtime with less than 24 hours' notice and such overtime is:

- more than 2 hours in length beyond the employee's normal roster time; or
- more than 5 hours in length on a day not part of their roster,

the employee shall be paid a meal allowance as follows:

Operative from the 1 <sup>st</sup> full pay period on or after:	13 June 2019	13 June 2020	13 June 2021
Meal Allowance	\$20.14	\$20.59	\$21.05

### 10.8 First Aid Allowance

Employees who are designated as First Aid Officers and who have the appropriate level of certification, will receive a First Aid Allowance for the duration of their designation as a First Aid Officer. Part-time employees will be paid on a pro-rata basis according to the number of hours worked per week.

Operative from the 1 <sup>st</sup> full pay period on or after:	13 June 2019	13 June 2020	13 June 2021
First Aid Allowance	\$17.59 per week	\$17.99 per week	\$18.39 per week

## 10.9 Training Allowance

Where a competent employee is relieved of their normal duties to train other staff as part of a formal on-boarding or training program, and such training is not part of the employee's normal duties, the employee will be paid an allowance per hour for the duration of the training as follows:

Operative from the 1 <sup>st</sup> full pay period on or after:	13 June 2019	13 June 2020	13 June 2021
Training Allowance	\$3.68 per hour	\$3.76 per hour	\$3.84 per hour

For clarity 'listening in', assistance and mentoring which is not part of a formal on-boarding or training program, or which is for a duration of less than 1 day, shall not be considered training for the purpose of this clause.

## 10.10 Branch Network Relief

A relief allowance of \$30.00 per week will be paid to employees employed on the Branch Network Relief team. For clarity, the relief allowance compensates for use of the employee's own motor vehicle in travelling to and from branches and between branches during a shift, and is in full satisfaction of any vehicle-related expenses incurred.

## 10.11 Excess fares and travelling time allowance

Employees required to work at a location other than their usual place of employment for less than one month:

- (a) shall be entitled to be reimbursed for any additional fares or mileage incurred in travelling to and from the temporary location from their residence. The rate specified in 10.12 shall apply where relevant; and
- (b) if the travel time exceeds their normal time in travelling to work by 30 minutes and this occurs both ways using the most convenient mode of transport, the employee shall be paid at the ordinary rate of pay for all of the additional travel time (including the 30 minutes).

## 10.12 Allowance for incidental use of motor vehicle

Where an employee is requested to use his/her own car in connection with RACQ's business, on an ad hoc basis, the employee shall be paid an allowance to compensate him/her for such use calculated at the rate of \$0.77 per kilometre travelled for business purposes. However, should the maximum rate per kilometre as specified by the ATO exceed the amount in this clause, RACQ will pay the higher amount.

## 10.13 Removal allowance – reimbursement of expenses

Where RACQ transfers the location of the employee's employment and requires an employee to change their place of residence, the employee shall be entitled to reasonable time off without loss of pay, to be agreed between the employee and their Manager, to travel to the new employment location and obtain permanent accommodation at the new location. In addition, the employee shall be entitled to be reimbursed for the following expenses:

Type	Description of reimbursement
Fares	All costs and fares incurred in transporting the employee and dependants who normally live with the employee from the previous place of residence to the new place of residence. Provided that the amount paid shall not exceed the cost of economy class air fares for the employee and dependants.
Removal costs	All reasonable costs incurred in the removal of the employee's furniture, furnishing and normal household items to the employee's new place of residence, including packing, transport and insurance. In addition RACQ shall reimburse the employee for all furniture storage costs and insurance for a period not exceeding 3 months from the date of transfer
Temporary accommodation	The additional cost of temporary accommodation approved by RACQ and incurred by the employee in the first 3 months after the transfer. The additional cost shall be the difference between the cost of the previous accommodation, defined as the rent, or in the case of owned premises, the interest, insurance and rates payable on such accommodation and the cost of the temporary accommodation. Provided that while the employee continues to be liable for the cost of the previous accommodation during this period the employee shall be reimbursed for the cost of the temporary accommodation
Conveyancing expenses	The legal and statutory charges and real estate agents commission involved in the sale and purchase of the employee's principal residence (house or flat).
Incidental costs	Costs actually incurred by the employee resulting from the necessity to buy new school uniforms, refit curtains, alter plumbing or electricity outlets or other unavoidable costs directly attributable to the employee's transfer provided that such costs do not exceed \$1,118.00.

#### 10.14 Tropical allowance – phasing out provision

For the first 12 months of this Agreement, employees employed in and north of Rockhampton prior to 1 September 2010 shall be paid a tropical allowance of \$589 per annum, payable fortnightly. Thereafter the tropical allowance shall cease.

# 11. OVERTIME

## 11.1 Overtime

- (a) RACQ may require an employee to work reasonable overtime. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours that are unreasonable. Regard shall be had to matters including:
- (i) employee health and safety;
  - (ii) the employee's personal circumstances, including any family responsibilities;
  - (iii) operational needs, including any catastrophic weather events or any urgent or unpredictable requirements;
  - (iv) the notice given by RACQ, and the notice of an intent to refuse overtime by the employee.

Employees acknowledge that given the nature of the business, RACQ may require the performance of reasonable overtime on short notice.

- (b) Overtime shall apply to all times worked by an employee at the direction of RACQ which is:
- (i) outside the span of hours for the relevant business unit as provided in clause 8.1; or
  - (ii) in excess of the maximum ordinary hours as provided in clause 8.2; or
  - (iii) on an employee's notional weekend as provided in clause 8.3; or
  - (iv) for employees in a Contact Centre, outside of the authorised span of hours for the type of shift as provided in clause 10.1 (for example, an evening shift where hours are performed after 12am).

Overtime shall not apply to Optional Working Hours under clause 8.5.

## 11.2 Additional provisions for Part-Time Employees and Flexing Up Loading

With the exception of Optional Working Hours under clause 8.5, if a part-time employee performs hours at the request of RACQ which are in addition to their rostered hours:

- (a) with less than 24 hours' notice, the additional hours shall be overtime;
- (b) with less than 7 days' notice, and if such hours are not otherwise overtime, the employee shall be paid a flexing up loading of 25% of the ordinary rate of pay for the additional hours.

## 11.3 Payment for Overtime

- (a) Employees shall be paid a 50% loading for the first two hours of overtime, and thereafter a loading of 100%.
- (b) A minimum payment of 2 hours overtime shall apply to work on an employee's notional weekend, unless RACQ and the employee have agreed that the work will be performed from the employee's home.
- (c) Overtime is calculated on a daily basis.
- (d) Payment for overtime worked within 1 week of the next pay date need not be paid until the pay date after the next one. All other overtime must be paid on or before the next pay date.

#### **11.4 Time off in lieu of Overtime**

- (a) An employee may elect, with the consent of RACQ, to take time off in lieu of payment for overtime at a time or times agreed with RACQ. Overtime taken as time off shall be taken at the ordinary rate, namely an hour for each hour worked.
- (b) RACQ may call for expressions of interest from employees to work paid overtime or overtime with time off in lieu, and if an employee responds to the expression of interest choosing time off in lieu of overtime, such choice will be seen as an employee electing to take time off in lieu of overtime. Where such overtime is performed after 8pm, RACQ shall provide transport to the employee's usual place of residence if the employee so requires.
- (c) If accrued overtime to be taken as time in lieu is not taken within 6 months of accrual, RACQ may pay out the accrued overtime, either on the request of the employee or at its own election. Such payment will be made at the applicable overtime rate for the time accrued.

#### **11.5 Interaction between Overtime and Leave**

Notwithstanding any other clause:

- (a) where an employee performs additional hours outside of their roster but on the same day is unable to perform their ordinary hours, the additional hours worked shall substitute for the ordinary hours not performed.

*For example, if a full time employee does 3 additional hours before their rostered shift commenced, but then finished work 2 hours early because of illness, the employee would not utilise any leave and would be paid 1 hour as overtime. Similarly, if a full time employee does 1 additional hour before their rostered shift commenced, but then finished work 2 hours early because of illness, the employee would utilise 1 hour of leave.*

- (b) where an employee performs additional hours outside of their roster but in the same roster cycle takes unpaid leave for ordinary hours, the additional hours worked shall substitute for the ordinary hours not performed.

*For example, if a full time employee has exhausted their personal leave and is absent for an 8 hour shift on unpaid leave, and in the same roster cycle works an extra 8 hour shift, the extra 8 hour shift shall be ordinary hours.*

#### **11.6 Overtime and other penalties are not cumulative unless specified**

Unless otherwise specified in this Agreement, where time worked is required to be paid at more than the ordinary rate of pay (whether for overtime, shifts, public holiday, weekends, casual or other reason) such time will not be subject to more than one loading, but will be subject to the highest loading applicable.

Where a clause of this Agreement provides for multiple penalties or loadings to apply, the applicable penalty or loading shall first be added together and then multiplied by the relevant ordinary rate of pay.

*For example, if an employee works in a Contact Centre on evening shift on a Saturday, the employee is paid a loading of 61.75% on top of their ordinary rate of pay, being 11.75% evening shift loading and 50% Saturday loading. If that employee then performed overtime on Saturday, the employee would be paid a loading of 61.75% on top of their ordinary rate of pay for the first 2 hours of overtime (being the higher of 61.75% and the 50% loading for overtime) and then a loading of 100% on top of their ordinary rate of pay thereafter (being the higher of 100% for overtime and 61.75%).*

## 12. TERMINATION OF EMPLOYMENT

### 12.1 Notice of Termination by RACQ

- (a) RACQ shall provide notice to an employee of the termination of employment based on the employee's period of continuous service with RACQ and age as follows:

Period of continuous service with RACQ	Period of notice	
	45 years of age or less	Greater than 45 years of age
Not more than 1 year	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- (b) RACQ may make payment in lieu of notice (in whole or part). In calculating any payment in lieu of notice, the amount payable to an employee will be the total of the amounts RACQ would have been liable to pay the employee, if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee;
  - (ii) the amounts payable to the employee for the ordinary hours including loadings, penalties and allowances; and
  - (iii) any other amounts payable under the employee's employment contract.
- (c) The period of notice in this clause does not apply to:
- (i) dismissals for serious misconduct;
  - (ii) employees engaged for a fixed period of time or for a specific task or tasks;
  - (iii) casual employees.

### 12.2 Notice of Termination by Employee

An employee shall provide RACQ with 4 weeks' notice of the termination of their employment, save:

- (a) An employee with less than 2 years' service at the time of termination shall give RACQ the same notice as set out in clause 12.1(a) based on their years of service;
- (b) An employee employed before the commencement of this Agreement shall only be required to provide a minimum of 2 weeks' notice of termination.

If an employee fails to give the required notice, RACQ shall have the right to withhold monies due to the employee for the required notice period.

### 12.3 Taking Leave During Notice

RACQ will not unreasonably withhold agreement to an employee taking annual leave during a notice period. However, where an employee seeks to take annual leave during a notice period, or has already



been approved for annual leave which coincides with the notice period, RACQ may deny the leave, or revoke the leave, based on reasonable business grounds. Such grounds may include transition requirements, lack of adequate skilled replacement staff, loss of efficiency and the impact on customer service.

#### **12.4 Abandonment of Employment**

If an employee is absent for a period of 3 consecutive shifts without reasonable cause and has not notified RACQ (the onus being on the employee), RACQ will use reasonable efforts to notify the employee in writing advising them that RACQ is considering terminating their employment unless the employee provides within 7 days a satisfactory reason(s) for the absence. If the employee fails to respond within 7 days, or fails to provide a satisfactory reason, the employee shall be deemed to have abandoned their employment.

Nothing in this clause shall detract from obligations under the NES.

#### **12.5 Statement of Employment**

Upon request of the employee, in the event of separation of employment RACQ shall provide a written statement to the employee specifying the period of employment and the classification or type of work performed by the employee.

# 13. REDUNDANCY

## 13.1 Redundancy Payment

Where RACQ terminates the employment of an employee on the basis of redundancy which would enliven an entitlement to redundancy pay under the NES, RACQ shall pay to the employee a redundancy payment equivalent to 3 weeks' pay per year of completed service (pro rata for completed months) at the employee's ordinary rate of pay, up to a maximum of 75 weeks, or such greater sum as provided by the NES.

In accordance with the Act, RACQ may make application to the Fair Work Commission to have the amount of the redundancy pay amended or the obligation to make payment abrogated. Circumstances include if RACQ obtains acceptable alternative employment for an employee, or if RACQ has contributed to an industry redundancy scheme or a superannuation scheme which provides a particular benefit to an employee in a redundancy situation (over and above the amount prescribed under the Superannuation Guarantee Levy), or there is an incapacity to pay.

## 13.2 Redeployment and Interim Salary Maintenance

- (a) Wherever possible, RACQ will seek to redeploy an employee whose position has been made redundant having regard to the skills and abilities of the employee. Reasonable training will be provided to assist with the successful redeployment of the employee.
- (b) Redeployment will, where possible, be to a directly comparable position. If an employee is offered a directly comparable position the employee will not be entitled to a redundancy payment.
- (c) If an employee is offered redeployment to a voluntary alternative position, the employee shall be given a period of not less than 2 weeks to decide whether or not to accept the offered position. Declining a voluntary alternative position shall not affect the employee's entitlement to a redundancy payment. If accepted, the voluntary alternative position shall be subject to a trial period of 8 weeks during which time either RACQ or the employee may give notice to the other that the voluntary alternative position is not considered suitable. If this occurs, and no other redeployment options are offered, the employee shall be entitled to the original redundancy payment. Once the 8 week trial period is completed the employee is deemed to have conclusively accepted the voluntary alternative position and will not be entitled to a redundancy payment.
- (d) An employee who is redeployed to a position carrying a lower ordinary rate of pay the employee shall be entitled to maintain their existing ordinary rate of pay for 9 months. After this 9 month period the employee will be paid in accordance with the relevant ordinary rate of pay for the redeployed position.
- (e) For the purpose of this clause:
  - (i) 'directly comparable position' means a position that is comparable overall to the redundant position of the employee, having regard to:
    - the ordinary rate of pay;
    - the duties of employment being within the employee's skills and ability, subject to reasonable training;
    - the number of hours over a 6 week roster cycle;
    - the start and finish times not involving an unreasonable change, with reference to factors including the degree of any change and the family responsibilities and needs of the employee; and
    - the location being the same or within reasonable commuting distance.

- (ii) 'voluntary alternative position' means a permanent position, other than a directly comparable position, within the RACQ Group.

### **13.3 Employee Leave During Notice Period**

An employee who has been given notice of termination of employment for redundancy may leave RACQ at their own initiative during the notice period, without forfeiting their redundancy payment, except that they will not be entitled to payment in lieu for the balance of the notice period.

During the notice period, an employee will be allowed up to one paid day off per week (up to a maximum of 5 days in total) for the purpose of seeking other employment. After the first day off, if requested by RACQ the employee shall produce reasonable proof of attendance at an interview in order to be entitled to payment for the time absent. A statutory declaration will be sufficient.

## PART III – LEAVE ENTITLEMENTS

### 14. ANNUAL LEAVE

#### 14.1 What is Annual Leave?

Annual leave is paid leave while having time off from work.

#### 14.2 Entitlement

Employees (other than casual employees) shall be entitled to annual leave in accordance with the NES and this clause 14.

Full-time employees, other than shift workers, shall receive 150 hours (4 weeks) of annual leave per annum, based on their ordinary hours of work.

Full-time continuous shift workers shall receive 187.5 hours (5 weeks) of annual leave per annum, based on their ordinary hours of work.

Part-time employees are entitled to annual leave on a pro-rata basis based on their average ordinary hours worked.

Annual leave accumulates from the commencement of employment, and unused annual leave accumulates from year to year. Annual leave will not accrue where an employee is absent from work, except when the employee is on paid leave or where the employee is on workers' compensation benefits. Unused accrued annual leave is paid out on termination of employment.

#### 14.3 Payment for Annual Leave

Payment for annual leave taken shall be based on the employee's ordinary rate of pay plus the greater of either (i) the shift loading the employee would have earned during the period of annual leave; or (ii) a 17.5% annual leave loading. For clarity, the purpose of annual leave loading is to compensate for the notional loss of the opportunity to work overtime and similar opportunities.

#### 14.4 Public Holidays

Public Holidays that fall within a period of annual leave do not count as annual leave or reduce an employee's annual leave balance.

#### 14.5 Taking Annual Leave

Annual leave shall be taken at agreed times between RACQ and each employee. In deciding whether to approve annual leave, RACQ will consider both the needs of the business and personal circumstances of the employee.

RACQ can direct an employee to take up to 2 weeks of annual leave in the following circumstances:

- (a) the employee has an annual leave balance of 6 weeks or more at the time of the instruction;
- (b) at least 4 weeks' notice is given to the employee; and
- (c) the employee has not taken at least 2 weeks of annual leave in the preceding 12 month period, from the date of the instruction.

An employee cannot be directed to take annual leave which would reduce their annual leave balance below 4 weeks or below 50% of their accrual balance prior to the taking of leave.

#### **14.6 Cancellation of Annual Leave**

Where an employee has approved annual leave which is cancelled by RACQ (with the consent of the employee) within 2 months of it being due to commence, the employee will be entitled to:

- (a) retain the annual leave loading which would have been paid;
- (b) be reimbursed for any non-refundable / non-transferrable deposits or fares associated with the cancelled annual leave, subject to presentation of receipts and any other evidence as RACQ may reasonably require;
- (c) preference to take future annual leave, subject to the availability of leave within the business unit.

#### **14.7 Cashing out Annual Leave**

Employees shall be encouraged to take annual leave. However, an employee may request to cash out up to 2 weeks of their accrued annual leave in any 12 month period provided that:

- (a) the employee has taken at least 2 weeks annual leave within the last 12 months; and
- (b) the employee's remaining annual leave entitlement, after deducting the amount requested to be cashed out, is not less than 4 weeks.

Employees may request the cashing out of annual leave by completing the relevant form. RACQ may accept or reject (in whole or in part) requests. Payment shall be on the same basis as though the annual leave had been taken at the time a request is approved

# 15. PERSONAL LEAVE

## 15.1 What is Personal Leave?

Personal leave includes sick leave and carer's leave. Sick leave is paid leave because of personal illness or injury of an employee. Carer's leave is paid leave for the employee to care for a member of the employee's immediate family or household who requires their care because of illness or injury or an unexpected emergency.

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. RACQ and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to 2 days of unpaid leave per occasion, provided the requirements of clause 15.4 are met.

## 15.2 Entitlement

Employees (other than casual employees) shall be entitled to paid personal leave in accordance with the NES and this clause 15.

Full-time employees are entitled to 75 hours (equivalent to 10 days) of personal leave per annum in the first 2 years of employment. In the third and subsequent years of employment full-time employees are entitled to 90 hours (equivalent to 12 days) of paid personal leave per year of service. If the NES provides for a higher entitlement to personal leave, the NES entitlement shall apply.

Part-time employees are entitled to personal leave on a pro-rata basis based on their average ordinary hours worked.

Personal leave accumulates gradually throughout the year, and unused personal leave accumulates from year to year. Personal leave will not accrue where an employee is absent from work, except when the employee is on paid leave or where the employee is on workers' compensation benefits. Unused accrued personal leave is not paid out on termination of employment.

At the discretion of RACQ, an employee who demonstrates that they are suffering from a long-term medical condition, serious medical condition, or significant hardship, may be advanced their annual personal leave entitlement or a proportion thereof, rather than accruing the leave.

## 15.3 Reporting Inability to Attend Work

Employees must report their inability to attend work via telephone call to their manager (or such other method or person as may be directed by RACQ) at least 1 hour prior to their commencing time or if that is not possible due to the nature of the illness, injury or caring responsibilities, then as soon as reasonably practicable given the employee's circumstances.

When notifying of their inability to attend work, employees shall provide the reason for their absence and when they are likely to return to work. Employees shall not be obliged to provide any private details as to the nature of an illness, other than if the illness is a transmittable illness and the extent to which it impairs the employee's ability to work.

#### **15.4 Medical Certificates**

- (a) The employee must provide RACQ with a medical certificate from a registered medical practitioner for personal leave if any of the following apply:
- (i) the personal leave is for 2 consecutive shifts or longer;
  - (ii) the personal leave is taken:
    - A. immediately before or after a public holiday, annual leave or long service;
    - B. on a public holiday on which the employee is rostered to work, after one such instance has already occurred within the last 12 months;
    - C. immediately before or after a weekend or rostered day off, after two such instances have already occurred within the last 12 months;
    - D. during an employee's initial training for a new position;
    - E. between 24 December and 2 January (inclusive);
  - (iii) the employee is participating in a wellness management program (however described);
  - (iv) the employee has taken more than 4 occasions of personal leave in the last 12 months. However, where an employee has a personal leave balance in excess 3 weeks (or the equivalent for part time) at the time of commencement of the personal leave, the reference to '4 occasions' shall be a reference to '6 occasions'. An 'occasion' for the purpose of this clause is any period of 2.5 hours or more in a shift.
- (b) For the purpose of this clause, a "medical certificate" is a document signed by a registered medical practitioner who has treated the employee for an illness or injury that is within the expertise of the practitioner, which certifies that the employee is not fit for work because of the illness or injury. A medical certificate shall be in accordance with the Australian Medical Association Guideline on Medical Certificates. A certificate from a pharmacist will only be considered to be a medical certificate where the illness or injury is within their scope of expertise and is for a duration of 1 shift or less.
- (c) An employee may provide a statutory declaration for a period of personal leave in lieu of a medical certificate if the leave is one shift or less and it was not reasonably practicable for the employee to obtain a medical certificate for the period of leave, provided paragraphs 15.4(a)(iii) or (iv) do not apply. The statutory declaration must contain a statement to the effect that, during a specified period, the employee (i) was or will be unfit for work because of illness or injury; or (ii) was or will be unable to work because of a requirement to provide care to a member of the employee's immediate family or household who required their care because of illness or injury or an unexpected emergency.

#### **15.5 Substitution of Annual Leave for Personal Leave**

Where approved by RACQ, if an employee has utilised all available personal leave accrued, the employee may request access of up to 5 days of their accrued annual leave subject to the provision of a medical certificate.

#### **15.6 Sickness While on Annual Leave**

Where an employee who is on annual leave suffers from a severe illness or injury, and an employee has sufficient personal leave accrued to do so, the employee may seek to have their annual leave for the period of the illness or injury re-credited and their accrued personal leave deducted, subject to supplying an appropriate medical certificate. The request must be submitted by the employee upon return to work. For clarity, unpaid personal leave cannot be used. The portion of annual leave loading applicable to the period of annual leave that is re-credited is to be repaid by the employee to RACQ via deduction from the employee's next pay.

### **15.7 Wellness Management Program**

RACQ has a right to manage excessive or inappropriate use of personal leave. However, in doing so RACQ respects the reasonable right of employees to access personal leave for genuine illness or injury. The parties acknowledge the need to manage absences and the consequences of absenteeism both on RACQ's operations and on the employee. Accordingly:

- (a) Where an employee's usage of personal leave and/or unpaid leave is excessive or where a regular pattern of personal leave becomes apparent, RACQ may require a Wellness Management Program be established with the employee.
- (b) In determining whether a Wellness Management Program shall be implemented, RACQ shall consider both full and part day absences and any patterns that have emerged.
- (c) The aim of a Wellness Management Program is to establish a way forward toward full engagement by identifying the cause(s) of the absenteeism and to assist the employee to fulfil the requirements of their employment contract. Tailored actions may include alternate work arrangements, alternative shifts or hours, consultation with the treating medical practitioner, more stringent medical certificate requirements and referral for appropriate treatment.

### **15.8 Casual employees**

Provided the requirements of clause 15.4 are met, a casual employee is entitled not to be available to attend work or to leave work because of personal illness or injury of the employee or to care for a member the employee's immediate family or household who requires their care because of illness or injury or an unexpected emergency, or the birth of a child. RACQ and the employee shall agree on the period. In the absence of agreement, the employee is entitled to not be available to attend work for up to 2 days per occasion. For clarity, the casual employee is not entitled to any payment for the period of non-attendance.

RACQ must not fail to re-engage a casual employee because the employee accessed the entitlements provided in this clause. The rights of RACQ to engage or not to engage a casual employee are otherwise not affected.

### **15.9 Use of Personal Leave for Pre-natal Medical Appointments**

Where an employee who is pregnant is required to attend pre-natal medical appointments which cannot reasonably be undertaken outside of the employee's rostered hours, an employee may access their accrued personal leave for such appointments, up to a maximum of 5 days per annum. To do so an employee shall provide such documentation as RACQ may reasonably require.



## **16. COMPASSIONATE AND BEREAVEMENT LEAVE**

### **16.1 What is Compassionate Leave?**

An employee (other than a casual employee) can take up to 2 days paid compassionate leave for each occasion that a member of the employee's immediate family or household contracts or develops a serious illness, or sustains a serious injury, that poses a serious threat to the person's life. A casual employee may take up to 2 days unpaid compassionate leave per occasion. The purpose of compassionate leave is to enable the employee to spend time with that person. The employee must provide RACQ with any evidence RACQ may require of the illness or injury.

### **16.2 What is Bereavement Leave?**

An employee (other than a casual employee) can take paid bereavement leave per occasion as follows:

- (a) Up to 5 days upon the death of a spouse (including a de facto spouse) or child (including a stepchild).
- (b) Up to 2 days upon the death of any other member of the employee's immediate family or household or a person with whom the employee had a close relationship (not to be unreasonably withheld).

A casual employee may take up to 2 days unpaid leave per occasion upon the death of a member of the employee's immediate family or household.

Employees may be required to provide funeral notices or other relevant evidence to support their application for bereavement leave.

Upon accessing bereavement leave under this clause, if an employee (other than a casual employee) can demonstrate a requirement to travel in excess of 4 hours for bereavement purposes, RACQ will provide additional paid leave of 1 day for return travel of up to 8 hours, or 3 days for return travel in excess of 8 hours.

### **16.3 Additional Leave**

Where an employee has accessed bereavement leave under clause 16.2(a), an employee may also access up to 1 month of accrued annual leave or accrued personal leave or leave without pay. RACQ shall not refuse the request and a medical certificate is not required for this leave to be approved.

Where an employee has accessed bereavement leave under clause 16.2(b), an employee may also access up to 1 week of accrued annual leave or accrued personal leave or leave without pay. RACQ shall not refuse the request and a medical certificate is not required for this leave to be approved.

Application for annual leave, sick leave or leave without pay in addition to the entitlement set out above must be supported by a medical certificate from a registered medical practitioner.

### **16.4 Discretionary Leave**

RACQ may, in its discretion, agree to grant paid or unpaid bereavement leave or allow access to annual or personal leave to an employee in circumstances which do not qualify for bereavement leave under clause 16.2, such as the death of a member of the employee's extended family. Requests by employees will be considered on a case by case basis and will be subject to providing any documentary evidence reasonably required by RACQ.

# 17. PARENTAL LEAVE

## 17.1 What is Parental Leave?

Parental leave is leave for the care of a new child, whether by birth or adoption. Parental leave may be paid or unpaid. To be eligible for parental leave an employee must have completed a minimum of 12 months continuous service with RACQ at the time the leave is commenced.

The parental leave arrangements contained in this clause 17 will apply in addition to the Commonwealth Government Paid Parental Leave Scheme and the Commonwealth Dad and Partner Pay scheme.

Employees do not accrue other leave while on unpaid parental leave. Parental leave is not extended for other types of leave – for instance a public holiday during a period of parental leave does not extend the duration of the parental leave.

## 17.2 Unpaid Parental Leave

Eligible employees are entitled to unpaid parental leave in accordance with the NES.

## 17.3 Paid Parental Leave

RACQ shall provide paid parental leave as follows:

- (a) Primary Care Giver: Paid parental leave of 12 weeks following the birth of a child or placement of the adopted child at the employee's ordinary rate of pay.
- (b) Non-Primary Care Giver: Paid parental leave of 2 weeks following the birth of a child or placement of the adopted child at the employee's ordinary rate of pay.

Paid parental leave entitlement is to be available to only one parent at a time (except as provided for a non-primary care giver).

Paid parental leave may be taken at half time and pay. For example, 12 weeks paid parental leave may be taken as 24 weeks half time and pay parental leave. For clarity, other leave shall be accrued at half rate if paid parental leave is taken at half time and pay.

Paid parental leave will apply from the commencement of the period of approved parental leave (ie before any unpaid leave). To be eligible for further instances of paid parental leave for a further child, the employee must have returned to work for at least 3 months.

## 17.4 Maximum Where Both Parents Work for RACQ

If both parents are employed by RACQ or the RACQ Group, the maximum aggregate amount of paid parental leave available shall not exceed 14 weeks.

## 17.5 Evidence

Employees applying for paid parental leave, either as the primary or non-primary care giver, may be required to provide a statutory declaration stating particulars of any period of parental leave sought or taken and the care giver obligations.

## **17.6 Flexible Working Arrangements**

An employee may request to work part-time or reduced hours:

- (a) during their pregnancy;
- (b) during a period of hospitalisation of the child immediately post-birth;
- (c) in returning to work following parental leave.

RACQ will consider requests in accordance with the Act (where applicable) and on a case-by-case basis taking into consideration the employee's circumstances and RACQ's operational requirements. Any decision of RACQ to decline a request made under paragraph (b) may be the subject of dispute resolution under clause 23.

## **17.7 Special Maternity Leave**

Where an employee is eligible for paid parental leave, and:

- (a) the employee's pregnancy terminates after 28 weeks in other than the birth of a living child; or
- (b) the employee's child dies during the period of paid parental leave,

the employee shall continue to be entitled to 12 weeks paid parental leave (or remainder thereof).

## **18. LONG SERVICE LEAVE**

### **18.1 What is Long Service Leave?**

Long service leave is paid leave provided to employees who have completed 10 years or more of continuous service with RACQ.

### **18.2 Entitlement**

Employees are entitled to paid long service leave at their ordinary rate of pay subject to, and in accordance with, the provisions of the *Industrial Relations Act (Qld) 2016*, as amended from time to time. The current rate under the legislation is 8.6667 weeks after 10 years of continuous service.

At an employee's request, RACQ may permit paid long service leave to be taken at half pay – ie if an employee had a balance of 8 weeks they can apply to take 16 weeks at half pay.

### **18.3 Taking Long Service Leave**

An employee may take all or part of their accrued long service leave as paid leave provided that each request for leave is of at least 1 week's duration. Employees shall provide not less than 1 month's notice to RACQ of the taking of long service leave.

If the employee and RACQ cannot agree, RACQ may decide when the employee is to take leave by giving the employee at least 3 months written notice of the date on which the employee must take at least 4 weeks long service leave.

### **18.4 Cashing Out Long Service Leave**

An employee who has completed 10 years or more continuous service with RACQ is entitled and may choose on a voluntary basis to take up to 4 weeks of their accrued long service leave as payment in lieu of leave, provided that such request is of at least 2 weeks duration.

# 19. PUBLIC HOLIDAYS

## 19.1 What days are Public Holidays

The following days will be observed as Public Holidays:

- New Year's Day;
- Australia Day;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- Anzac Day;
- Labour Day;
- The Birthday of the Sovereign (Queen's Birthday);
- Show Holiday (where applicable to the region in which the employee works);
- Christmas Day;
- Boxing Day; or
- 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 regulations from counting as a public holiday

Public holidays shall be observed in Contact Centres on the actual day, not the day that may be gazetted in lieu. In all other business units public holidays shall be observed on the gazetted public holiday. Unless otherwise agreed with the relevant employee or required by law, an employee who works remotely is entitled to public holidays based on the location of the worksite to which their position is nominally attached.

Where there is agreement between the RACQ and the majority of employees in the business unit involved, and subject to statutory limitations, other ordinary working days may be substituted for the Public Holidays specified.

## 19.2 Requirement to Work Public Holidays

RACQ shall determine staffing requirements on public holidays and will establish a public holiday roster at least 1 week prior to the relevant public holiday. Employees receiving a shift loading and who are rostered to work on a public holiday will form the core of the public holiday roster.

## 19.3 Payments – excluding casuals

Employees (other than casuals) shall be paid for Public Holidays in accordance with the following. All loadings shall apply against the ordinary rate of pay and no further loadings apply other than those specified.

	<b>Rostered to Work</b>	<b>Not Rostered to Work</b>
<b>Works Ordinary Hours on Public Holiday</b>	Paid double time and a half (150% loading), except Christmas Day paid triple time (200% loading) Alternatively, on request of the employee, time off in lieu	As per Rostered to Work  <i>[This may arise for instance in the event of a shift swap with someone rostered to work]</i>

<b>Works Overtime on Public Holiday</b>	Paid double time and a half (150% loading)	Overtime rates plus receive time in lieu
<b>Does Not Work on Public Holiday</b>	(i) Paid ordinary rate of pay; or (ii) Provided time off in lieu	As per Rostered to Work, except entitlement shall be Nil if: (i) the employee works 3 shifts or less per week; or (ii) the public holiday is on the weekend

#### 19.4 Payments – casuals

Casual employees shall be paid for Public Holidays in accordance with the following. All loadings shall apply against the ordinary rate of pay and no further loadings apply other than those specified.

	<b>Good Friday and Easter Monday</b>	<b>Christmas Day</b>	<b>All other public holidays</b>
<b>Work on Public Holiday</b>	Loading 175% (Double time and a half plus 25% casual loading)	Loading 225% (Triple time plus 25% casual loading)	Casual loading 25%
<b>Does Not Work on Public Holiday</b>	Nil	Nil	Nil

## 20. OTHER LEAVE

### 20.1 Emergency Leave

Up to 2 days paid emergency leave per year is available to employees (excluding casual employees) to deal with a sudden, urgent, unexpected occurrence requiring immediate action, and which reasonably prevents an employee from presenting to the workplace or remaining at the workplace. Circumstances in which emergency leave would be available include localised flooding which may cut off road access to the employee's home, fire threatening the employee's home requiring defensive action, and police lock down of an area including an employee's home which prevents movement in or out. Working from home arrangements may be implemented in such circumstances in lieu of emergency leave where appropriate. Emergency leave is not a substitute where other forms of leave have been exhausted.

Emergency leave shall be subject to the approval of the employee's manager, such approval not to be unreasonably withheld. An employee may be required to provide evidence regarding the emergency to the satisfaction of RACQ. Emergency leave is at ordinary rate of pay and is non-cumulative.

### 20.2 Community Day

In addition to community services activities allowed under the NES, by agreement with RACQ an employee may access 1 paid community day per annum based on the employee's normal rostered hours and ordinary rate of pay for the purposes of supporting and/or volunteering for community work for a 'not for profit' organisation ie a school based fundraising event, a government community organisation or a government emergency services organisation.

### 20.3 Domestic and Family Violence Leave

- (a) An employee who is experiencing domestic and family violence can access up to 10 days' special paid leave per year. In addition, RACQ can approve up to a further 10 days special paid leave per year (not to be unreasonably withheld).
- (b) An employee who is providing support to an immediate family member or household member who is experiencing domestic and family violence, the employee can access up to 10 days' special paid leave per year.
- (c) The special paid leave in this clause is for reasons relating to domestic or family violence (eg, to attend legal proceedings, medical appointments or to seek counselling – or to provide support during these activities). The employee can take the leave in one continuous period, in a number of shorter periods or as single days or hours.

## PART IV – OTHER MATTERS

### 21. FLEXIBILITY

#### 21.1 What is an Individual Flexibility Arrangement (IFA)?

An individual employee and RACQ may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the individual employee and RACQ.

*An example would be if a day worker became unavailable one day a week because of a family commitment and so faced the loss of that shift on an ongoing basis. Instead the employee offers to work the shift at night time on that day each week at the same rate, so the employee didn't lose the shift. If RACQ agrees, an IFA would be signed by the parties to record the arrangement and to waive the loading (ie penalty rate) which would otherwise apply to that night shift. No other change is made.*

#### 21.2 What an IFA can vary in the Agreement

Under an IFA, an individual employee and RACQ can agree to vary the effect of clauses in the Agreement dealing with one or more of the following:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates (loadings);
- (d) allowances; and
- (e) leave loading.

#### 21.3 The Requirements of an IFA

The IFA must meet the genuine needs of the individual employee and RACQ, and be genuinely agreed by both parties. An employee must not be pressure or compelled to agree to an IFA.

RACQ must ensure that the terms of each IFA:

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

RACQ must also ensure that the IFA:

- (a) is in writing, and a copy is provided to the employee within 14 days after it is agreed to;
- (b) states the name of the individual employee and RACQ;
- (c) states the date the arrangement will commence;
- (d) is signed by RACQ and the employee, and if the employee is under 18 years of age, the IFA must also be signed by the employee's parent or guardian;
- (e) includes details of the terms of the Agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms of the Agreement, and how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement.

#### 21.4 Termination of an IFA

Either the employee or RACQ can terminate an IFA by giving 4 weeks (28 days) notice in writing. An IFA can also be terminated at any time by written agreement between the employee and RACQ.



## 22. CONSULTATION

### 22.1 Joint Consultative Committee

The parties agree that good outcomes for the business and employees come from a consultative approach. As such, a joint consultative committee (JCC) shall be formed to facilitate ongoing workplace reform and provide an ongoing forum for consultation on workplace matters.

The purpose of the JCC is:

- (a) To facilitate the implementation of this Agreement and actions required to achieve its objectives.
- (b) To provide a vehicle for joint problem solving and consultation regarding operational issues affecting RACQ aimed at creating a more productive and satisfying work environment.
- (c) To facilitate a culture of cooperation and communication within RACQ.
- (d) To table issues and concerns from each business unit with a view to achieving amicable resolutions of such issues.

The terms of reference for the JCC will be developed by the parties. The JCC will be comprised of representatives from RACQ management, the FSU and the employee group as agreed between the parties. The JCC will meet approximately every two months, or as may otherwise be agreed by the JCC members.

### 22.2 Consultation on Major Changes

If RACQ has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on employees, RACQ must engage in consultation as required by 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;
- (b) major change to the composition, operation or size of RACQ's workforce or to the skills required of employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work of the business unit;
- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

If a term in the Agreement already provides for a major change RACQ shall not be required to undertake consultation under this clause in relation to that change, save in relation to any consequent redundancies.

### 22.3 How Consultation on Major Changes will be Undertaken

As soon as practicable after making a decision requiring consultation under clause 22.2, RACQ must:

- (a) notify the relevant employees, and the FSU, of the decision to introduce the major change;
- (b) discuss with the relevant employees, and the FSU:

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

However, RACQ is not required to disclose confidential or commercially sensitive information.

RACQ must give prompt and genuine consideration to matters raised about the major change by the relevant employees. The parties agree that consultation over change will be conducted in good faith on the part of RACQ and employees and their representatives.

#### **22.4 Consultation on Changes to Regular Rosters or Hours of Work**

If RACQ proposes to introduce a change to the regular roster or ordinary hours of work of employees, RACQ must:

- (a) notify relevant employees, and the FSU, of the change;
- (b) discuss with the relevant employees, and the FSU, the introduction of the change and invite relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
- (c) for the purposes of the discussion provide, in writing, to the relevant employees and the FSU:
  - (i) relevant information about the change including the nature of the change proposed;
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

However, RACQ is not required to disclose confidential or commercially sensitive information.

RACQ must give prompt and genuine consideration to matters raised about the change by the relevant employees. The parties agree that consultation over change will be conducted in good faith on the part of RACQ and employees and their representatives.

## 23. DISPUTE RESOLUTION

The intention of this clause is to minimise disputes during the implementation and/or operation of this Agreement as well as any disputes in relation to the NES. In the event of a dispute about a matter or matters arising under this Agreement or the NES, the procedure to be followed to resolve the matter or matters will be as follows:

- (a) The employee will meet their immediate supervisor to discuss the issue.
- (b) Where the matter is not resolved at this meeting, the parties involved in the dispute will arrange further discussions between the employee and his or her nominated representatives, if any, and more senior levels of management.
- (c) If the matter is not resolved, a Human Resources Business Partner should be informed and will pursue the matter with both parties to endeavour to facilitate a resolution.
- (d) If the matter is still not resolved a discussion will be held between representatives of RACQ, and the representative of the employee (which may be the FSU).
- (e) If the matter remains unresolved after these discussions, it may be referred by either party to the Fair Work Commission for conciliation and/or arbitration. The FSU may notify the Fair Work Commission of any dispute arising from this Agreement upon request by a member affected.
- (f) The Fair Work Commission shall have, in respect of conciliation and arbitration, all the substantive and procedural powers necessary or convenient for the resolution of the dispute. Without limiting the above, in arbitration the Fair Work Commission may exercise procedural powers to determine matters related to representation, hearings, witnesses, evidence and submissions to make the arbitration effective. The Fair Work Commission shall:
  - avoid unnecessary formality, technicalities and legal forms;
  - not be bound by the rules of evidence;
  - act according to equity, good conscience and the substantial merits of the case;
  - apply the principles of natural justice;
  - have the power to determine appropriate remedies to resolve the dispute.
- (g) An arbitrated decision of the Fair Work Commission in accordance with paragraph (e) may be appealed to a Full Bench of the Fair Work Commission which shall have the same powers as those set out in paragraph (f) to bring about a just resolution of the dispute.
- (h) While attempts are being made to resolve the matter, work will continue as normal unless the employee has reasonable concern about an imminent risk to his or her health and safety.
- (i) An employee may seek the assistance of a representative at any stage in the procedure. FSU members may contact the FSU for representation. RACQ will recognise the representative for all purposes under this clause.

## 24. UNION RIGHTS

### 24.1 Freedom of Association

The parties to this Agreement acknowledge the right of employees to choose to either be, or not to be, members of the FSU. New employees will be informed of their right to join the FSU.

### 24.2 Workplace Representatives

A workplace representative is an employee who is a FSU member and is elected or appointed by the FSU as a representative of the FSU within the RACQ workplace. FSU shall notify RACQ in writing of the names of workplace representatives. Those workplace representatives shall be permitted to:

- A workplace representative may discuss workplace matters with employees covered by this Agreement during normal work hours, provided such discussions do not interfere with the performance and continuity of work;
- have reasonable access to RACQ's telephone, photocopying internet and e-mail facilities for the purpose of their duties as a workplace representative.

There shall be no deduction to wages where a workplace representative is required to attend any grievance/dispute procedure relating to a matter under this Agreement.

A workplace representative will be entitled to invite a FSU Official to assist in communication meetings as long as such meetings are during scheduled breaks or other non-work time. The workplace representative or the FSU Official will be required to advise RACQ of the entry to the site. However, nothing in this clause provides a FSU Official with a right to enter premises contrary to the Act.

### 24.3 Workplace Representative Training

A duly elected workplace representative will be entitled to, and RACQ will grant, up to 5 days training leave (non-cumulative) per calendar year, to attend courses, which are directed at the enhancement of the skills and effectiveness of workplace representatives.

A workplace representative shall give RACQ 4 weeks' notice of their intention to attend such courses and the amount of leave to be taken, or such shorter period RACQ may agree to accept. The notice shall include details of the type, content and duration of the course to be attended.

The granting of such leave shall be subject to the following conditions:

- (a) The representative must have at least 6 months' service with RACQ prior to such leave being granted.
- (b) The maximum number of workplace representatives at an individual workplace attending a FSU course or seminar at the same time shall be no more than 2 employees for any business unit of RACQ.
- (c) The application must be writing.

The taking of such leave shall be arranged having regard to the operational requirements of the business so as to minimise any adverse effect on those requirements. Such leave will not be unreasonably withheld.

A workplace representative taking such leave shall be paid at ordinary rate of pay for the period of leave granted.

#### **24.4 Industrial Leave**

- (a) Where a FSU member holds an honorary official position in the FSU, RACQ understands that there may be additional duties which may include attendance at FSU conferences, Enterprise Council or Executive Committee meetings. Reasonable additional leave will be made available for anyone who holds an honorary official position provided it can be accommodated by RACQ and does not exceed 5 days in any 12 month period.
- (b) The FSU will provide written notification if any FSU member holds an honorary position and the extent of time required to carry out their duties.
- (c) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- (d) Each employee on leave approved in accordance with this clause, shall be paid their ordinary rate of pay for the period of leave granted.

#### **24.5 FSU Right of Entry**

An official of the FSU may enter premises occupied by RACQ in accordance with the Act.

#### **24.6 Notice Board**

RACQ shall provide a notice board of reasonable dimensions in a mutually agreed position in each place of business upon which workplace representatives shall be permitted to post notices authorised by the Secretary of the FSU regarding matters pertaining to employment. Any notice posted on such board not so authorised may be removed by RACQ.

## 25. MISCELLANEOUS

### 25.1 Training and Professional Development

RACQ is committed to ensuring its employees are provided with the necessary training to fulfil the requirements of their role and, where appropriate, support development opportunities to be successful in their careers at RACQ.

- (a) To meet the changing needs of RACQ and its members, RACQ agrees to monitor, review and update approaches to the development of required skills and capabilities; acquisition and sharing of knowledge; and continuing to build a workforce of capable, competent and committed employees.
- (b) Employees commit to learn and apply new skills and knowledge, adapt to new ways of working and participate in initiatives which assist RACQ to meet future needs.
- (c) Training shall be consistent with the regulatory authorities, where appropriate, and wherever possible will aim to satisfy the requirements of the relevant industry standards and/or professional frameworks.
- (d) RACQ will endeavour to assist employees reach their full potential and provide career progression, where possible. Career progression will occur through a merit process.
- (e) In addition to departmental training requirements, RACQ agrees that its corporate performance review is the appropriate mechanism to develop, oversee and review agreements for training and skills development.

### 25.2 Performance and Career Planning Discussions

A performance and career planning discussion should take place a minimum of annually for each employee. To ensure equity and fairness in the process, RACQ commits to ensuring that employees have the skills to conduct and participate effectively. RACQ will action this commitment by identifying and addressing employee training needs in the performance and career planning discussion process and monitoring the operation within business units.

### 25.3 Call Recording and Monitoring

- (a) Call recording and call monitoring will be implemented in business units where there is frequent telephone communication with the members and/or customers of the RACQ Group. Call monitoring is the capacity to listen into calls being conducted.
- (b) Before implementing a new caller recorder system, RACQ will consult with employees and provide details of the technology and procedures for use.
- (c) Call recording and call monitoring will only be used for the following purposes:
  - (i) To satisfy legal requirements that an audit trail exists for electronic financial transactions incorporating evidence of the nature of transactions;
  - (ii) To ensure that the resolution of complaints of members and employees can be substantiated and handled appropriately;

- (iii) To assist with the training of employees (initial and ongoing) with a view to improving the RACQ Group's service to members; and
  - (iv) To assist with the identification and resolution of performance related matters.
  - (v) Disciplinary purposes. Information from such calls will be used in accordance with the RACQ Group's guidelines relating to disciplinary processes.
- (d) Call recording will be subject to statutory and regulatory requirements relating to privacy and confidentiality, as amended from time to time.

#### **25.4 Workload Management and Staffing**

- (a) The parties acknowledge that management of RACQ have a responsibility to maintain a balanced workload and recognise the adverse effects that sustained excessive workloads may have. Where issues arise regarding excessive workloads, such issues shall be dealt with by way of the established consultative mechanisms that exist within RACQ.
- (b) RACQ recognises that appropriate staffing levels are required to meet the organisational objectives and to maintain a productive workplace. RACQ will regularly review its resourcing needs and practices to provide appropriate staffing levels in each of its workplaces, in accordance with operational requirements. Should an employee be concerned with their workplace staffing levels, they are to address their concerns in accordance with clause 23 Dispute Resolution.

#### **25.5 Transition to Retirement**

- (a) RACQ supports employees wanting to transition to retirement by providing flexibility to alter their existing working arrangements for up to a maximum of 2 years prior to retirement, by mutual agreement, in accordance with RACQ's Transition to Retirement Policy and Procedure (as applicable from time to time).
- (b) Where an employee is on a formally approved transition to retirement arrangement as outlined in paragraph (a), up to 50% of the employee's unused personal leave that is accumulated during the formal period of transition (ie up to a maximum of 2 years), is able to be cashed out upon retirement. For clarity, for the purpose of this clause any personal leave used during the formal period of transition shall be deemed to be taken against the personal leave accumulated during the formal period of transition.
- (c) Where the employee is on a formally approved transition to retirement arrangement as outlined in paragraph (a) and at the employee's request RACQ appoints the employee to a lower paid position during the formal period of transition, on retirement any existing annual leave and long service leave entitlements will be proportioned and paid:
  - (i) at the higher rate where accrued prior to the appointment to the lower paid position; and
  - (ii) at the lower rate where accrued after the appointment to the lower paid position.

## 26. DEFINITIONS

In this Agreement:

- (a) “Act” means the *Fair Work Act*, as may be amended or substituted.
- (b) “Agreement” means the RACQ Group Enterprise Agreement 2019 – 2022.
- (c) “Award” means the *Banking, Finance and Insurance Award 2010*.
- (d) “business unit” shall mean a discrete group of employees, which may be the Team, Branch, Region, Department, Division or Business Line / Group Function.
- (e) “Contact Centre” means a business unit designated by RACQ as a contact centre whose primary functions include telephone and/or internet enquiries or requests of members and/or customers (including prospective customers) of the RACQ Group.
- (f) “continuous shift worker” means a seven day shift worker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week. For clarity, this definition shall apply to NES entitlements for employees.
- (g) “employees” means the employees of RACQ employed in positions falling within the classification structure defined in Appendix A.
- (h) “FSU” means the Finance Sector Union of Australia.
- (i) “immediate family” means:
  - (i) a spouse, de facto partner, child (including adopted child or stepchild), parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child (including adopted child or stepchild), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (j) “NES” means the National Employment Standards within the Act, as may be amended or substituted from time to time.
- (k) “notional weekend” shall mean 2 consecutive days where an employee is not rostered to work.
- (l) “ordinary rate of pay” means the wage rate for the employee for ordinary hours (as detailed in clause 9.2), and for clarity excludes any loadings, allowances or overtime. Unless otherwise specified in the Agreement, all payments to an employee are at the ordinary rate of pay.
- (m) “parties” means RACQ, employees and the FSU.
- (n) “RACQ” means RACQ Operations Pty Ltd.
- (o) “RACQ Group” means RACQ and each of its related bodies corporate (as defined in the *Corporations Act*).
- (p) “week” shall mean Monday to Sunday.



**SIGNATORIES TO THE AGREEMENT**

This Agreement is made at Brisbane on this the 13<sup>th</sup> day of JUNE..... 2019.

Signed for and on behalf of **RACQ Operations Pty Ltd** (ABN 80 009 663 414)

  
Signature of authorised officer

Matthew Payton, Head of Employee Relations & Governance  
Name and title of authorised officer

Address of signatory:  
2649 Logan Road, Eight Mile Plains  
PO Box 4, Springwood QLD 4124

  
Signature of witness

PETER VARENDORFF  
Name of witness

Signed for and on behalf of **The Finance Sector Union of Australia**  
**JULIA ANGRISANO**  
**National Secretary**

Authorised under rule 49 of the FSU's rules to sign industrial agreements.

  
Signature of authorised officer

JULIA ANGRISANO, National Secretary.  
Name and title of authorised officer

Address of signatory:  
341 Queen Street, Melbourne VIC 3000

  
Signature of witness

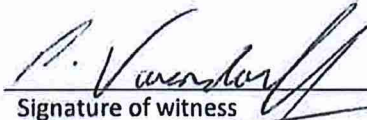
AMELIA CLANCY  
Name of witness

Signed for and on behalf of the **Independent Bargaining Representatives**

  
Signature

Alexandra Velhagen, member Engagement Specialist  
Name and title

Address of signatory:  
2649 Logan Road, Eight Mile Plains  
PO Box 4, Springwood QLD 4124

  
Signature of witness

PETER VARENDORFF  
Name of witness

# APPENDIX A

## EMPLOYEES AND CLASSIFICATION STRUCTURE

The employees covered by this Agreement are those employed in positions falling within the classification structure defined in Part 1 of this Appendix, but shall exclude those employees excluded in Part 2 of this Appendix.

### PART 1 – CLASSIFICATION STRUCTURE

#### GRADE 1

##### **Purpose/Responsibilities**

A Grade 1 position is one in which employees work within established routines, methods and procedures that are predictable and may require the exercise of limited discretion.

##### **Typical Activities**

- Applying basic office procedures
- Operating office equipment
- Receiving, sorting, distributing and filing correspondence, documents and goods
- Performing basic manual or technical duties
- Performing defined data entry/inquiry tasks
- Answering enquiries using a general knowledge of RACQ's services
- Maintaining stock control and accounts payments
- Undertakes tasks under supervision, that errors or non-compliance are easily detected and corrected in the immediate term.
- Some tasks may be of a repetitive nature
- Ability to solve recurring issues within own scope of responsibility
- Recommend minor procedural changes to manager

##### **Typical Skills/Requirements**

- Minimum education standard - Year 10 – 12, with basic competence in English and Maths
- No prior work experience necessary
- Acquire and apply a limited knowledge of office procedures and requirements
- Basic skills required in order to clearly understand oral and written instructions
- Knowledge of easily-accomplished processes, routines and basic products limited to own scope of responsibility
- Ability to progressively acquire an understanding of products/processes relevant to the role
- Performs routine tasks within defined standards of time, efficiency, accuracy and quality
- Keyboard skills and general computer literacy
- Experience or understanding in providing administrative/clerical support including competence in a basic range of computer applications such as Microsoft Office suite including Outlook, Word and Excel

##### **Indicative Roles**

Trainee; Mail Room Assistant; Administrative Assistant

## **GRADE 2**

### **Purpose/Responsibilities**

A Grade 2 position performs tasks and service requirements given authority within defined limits and RACQ established guidelines, using a more extensive range of skills and knowledge at a level higher than in Grade 1.

Grade 2 employees are responsible for their own work which is performed within established routines, methods and procedures and may assist in work familiarisation of new employees.

### **Typical Activities**

- Applying basic office procedures
- Processing of standard membership documentation and financial accounts
- Answering and responding to enquiries from members and external parties using a detailed knowledge of specific business activities
- Recording and monitoring information
- Drafting correspondence letters/forms etc. appropriate to job function
- Organising and prioritising own work schedule
- Providing information/assistance to other staff members
- Accessing and processing information using relevant computer software applications
- Ability to solve recurring issues within own scope of responsibility
- Recommend minor procedural changes to manager

### **Typical Skills/Requirements**

- Education standard to Year 12
- Ability to exercise discretion when dealing with others
- Good customer service focus with the ability to develop rapport and deal with customers in a professional manner over the telephone
- Ability to plan and organise own workload and appointments for others
- Good communication skills
- Ability to work with minimal supervision
- Attention to detail and ability to work within acceptable levels of accuracy
- Ability to meet deadlines
- Knowledge of easily-accomplished processes, routines and basic products limited to own scope of responsibility
- Effective keyboard skills and general computer literacy
- Ability to progressively acquire an understanding of products/processes relevant to the role
- Performs routine tasks within defined standards of time, efficiency, accuracy and quality
- Experience or understanding in providing administrative/clerical support including competence in a basic range of computer applications such as Microsoft Office suite including Outlook, Word and Excel

### **Indicative Roles**

Admin Officer; Support Officer.

## **GRADE 3**

### **Purpose/Responsibility**

A Grade 3 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a higher level than required in Grade 2.

The position encompasses discretion in achieving task outcomes. A level of delegation and authority may be employed consistent with the job function and is performed predominantly within established policies and guidelines.

Those employed at this level are responsible and accountable for their own work, and may be expected to provide direction and some training to other staff.

### **Typical Activities**

- Applying required office procedures
- Undertaking specific projects as and when required
- Answering enquiries from members, customers, internal and external parties and providing information using a detailed knowledge of specific business activities
- Preparing reports, documents and correspondence within their own job function
- Drafting correspondence
- Administering/maintaining staff records
- Delivery and/or co-ordination of basic learning and development activities
- Selling RACQ Group products
- Providing information/assistance to other staff members
- Processing and monitoring recoverable claims
- Providing sales and or service functions across a broad range of complex products and services including specialist product lines
- Responsible for own work which is covered by established routines, methods or procedures
- Ability to solve recurring issues within own scope of responsibility
- Recommend minor procedural changes to team manager

### **Typical Skills/Requirements**

- Education standard to Year 12 and up to relevant tertiary qualifications
- A strong customer service focus with the ability to develop rapport and deal with members/customers/clients in a professional manner
- Ability to plan and organise own workload and appointments for others
- Good communication skills both oral and written
- Ability to work with minimal supervision
- Attention to detail and ability to work within acceptable levels of accuracy
- Ability to meet deadlines
- Good working knowledge of Microsoft Office suite including Outlook, Word and Excel
- Knowledge of accomplished process, routines and products specific to own scope of responsibility
- Good keyboard skills and computer literacy
- Clear understanding of products/processes relevant to the role
- Ability to perform tasks to a high standard within defined times, efficiency, accuracy and quality
- Ability to solve recurring issues within own scope of responsibility

## **Indicative Roles**

Membership Sales Consultant; Personal Banking Consultant; Member Engagement Consultant; Personal Lending Consultant; Sales & Service Consultant; Product Officer; Claims Support Officer

## **GRADE 4**

### **Purpose/Responsibilities**

A Grade 4 position is one in which tasks and service requirements are performed using a more extensive range of skills and knowledge at a level higher than required at Grade 3.

Those employed at this level are responsible for their own work and any employees under their control.

Positions at this level require the application of relevant specialist knowledge and experience.

Those employed at this level would be required to advise on a range of activities and contribute to the determination of objectives within the required area of expertise, which may include performance appraisals, first stage disciplinary action and review of operating procedures.

### **Typical Activities**

- Supervision of staff and maintaining service standards
- Overseeing day-to-day operations of functional areas of responsibilities
- Application of relevant specialist knowledge and experience as point of escalation for specialized or contentious issues
- Ability to exercise discretion when dealing with others
- Implementing and maintaining effective controls including on the job training
- Advising of disciplinary processes
- Assisting with the recruitment, selection and training of new staff
- Preparing reports and recommendations within their own job function
- Undertaking specific projects as and when required
- Authorising payments within defined values

### **Typical Skills/Requirements**

- Education standard to Year 12 and up to relevant tertiary qualifications. Minimum two years of relevant educational training courses and/or three to four years of relevant experience in grade 2/3 roles
- General working knowledge of group services, policies and procedures
- Good working knowledge of procedures and policies relating to own work area
- Completion of appropriate supervisory course
- A strong customer service focus with the ability to develop rapport and deal with members/customers/clients in a professional manner
- Ability to plan and organise own workload and appointments for others
- Excellent communication skills both oral and written
- Ability to work with minimal supervision
- Attention to detail and ability to work within acceptable levels of accuracy
- Ability to meet deadlines.
- Ability to solve recurring issues within own scope of responsibility
- Good working knowledge of Microsoft Office suite including Outlook, Word and Excel

## **Indicative Roles**

Claims Management Officer; Accounts Officer; Technical Underwriting Officer

## **GRADE 5**

### **Purpose/Responsibility**

A Grade 5 position is one in which tasks, service requirements and supervisory functions are performed using a more extensive range of skills and knowledge at a higher level than required at Grade 4.

The position may be a specialist or supervisory role, responsible for the operation of part or parts of RACQ's business and have financial responsibility and exercise considerable discretion and/or are responsible for a particular area of the business.

Positions at this level require the application of relevant specialist knowledge and experience.

### **Typical Activities**

- Supervising of staff and maintaining service standards
- Overseeing day-to-day operations of functional areas of responsibilities
- Application of relevant specialist knowledge and experience as point of escalation for specialized or contentious issues
- Implementing and maintaining effective controls
- Initiating and involvement in disciplinary processes
- Assisting with the recruitment, selection and training of staff
- Preparing of reports and letter of a more complex nature
- Authoring payment within defined values
- Provide on the job training

### **Typical Skills /Requirements**

- Year 12 plus minimum of five years work related experience and/or tertiary education completed of part thereof (Business Management) or other equivalent courses.
- A full working knowledge of business procedures and policies within areas of responsibilities
- A strong customer service focus with the ability to develop rapport and deal with members/customers/clients in a professional manner.
- Ability to plan and organise own workload and appointments for others.
- High level of communication skills.
- Ability to work with minimal supervision.
- Attention to detail and ability to work within acceptable levels of accuracy.
- Ability to meet deadlines.
- Ability to exercise discretion when dealing with others.
- Good operational knowledge of Microsoft Office suite including Outlook, Word and Excel.

## **Indicative Roles**

Team Leader; Team Supervisor; Business Support Coach; Analyst; Resource Planner

## **PAY POINTS**

Within grades, RACQ shall assign pay points to positions based on a relative assessment of factors such as:

- Qualifications
- Experience and Training
- Member and People
- Job Complexity and Process
- Analysis and Interpretation
- Accountability
- Impact

## **PART 2 – EXCLUSIONS**

Excluded from coverage under this Agreement are employees in positions that are:

- (a) award free;
- (b) in roles not traditionally covered by an enterprise agreement at RACQ, or which are otherwise above Grade 5, including Branch Managers, Managers and professional roles;
- (c) paid an annualised salary above the 5C paypoint;
- (d) covered by an existing enterprise agreement at RACQ, currently being:
  - (i) RACQ Assistance Contact Centre Enterprise Agreement 2018-2021
  - (ii) RACQ Roadside Assistance (Patrol Officers) Union Enterprise Agreement 2017-2020
  - (iii) RACQ Motoring (Vehicle Recovery Officers) Enterprise Agreement 2017-2019
  - (iv) RACQ Motoring (Fleet Technicians) Enterprise Agreement 2017-2020
- (e) working in or for the business of RACQ Autoglass Pty Ltd (ACN 130 999 709), or any business which may be acquired by the RACQ Group after 1 June 2019.

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2019/2175

### Applicant:

RACQ Operations Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

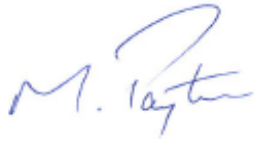
I, Matthew Payten, Head of Employee Relations & Governance for RACQ Operations Pty Ltd, give the following undertakings with respect to the RACQ Group Enterprise Agreement 2019 - 2022 ("the Group Agreement"):

1. I have the authority given to me by RACQ Operations Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. In relation to clause 14.2 of the Group Agreement (annual leave – entitlement), annual leave shall accrue on unpaid leave or unpaid authorised absence were such time is deemed service under section 22(2) of the *Fair Work Act* (as may be amended or replaced from time to time).
3. In relation to clause 15.2 of the Group Agreement (personal leave – entitlement), personal leave shall accrue on unpaid leave or unpaid authorised absence were such time is deemed service under section 22(2) of the *Fair Work Act* (as may be amended or replaced from time to time).
4. Employees are not and shall not for the life of the Group Agreement be engaged in a Contact Centre on a pay rate grading of 2A.
5. In relation to clause 10.1 of the Group Agreement (shift and weekend loadings – contact centres):
  - a. An employee on a pay rate grading below 3A shall not be engaged on Afternoon Shift.
  - b. The afternoon shift loading shall be 6.5% (in lieu of the shift loading of 5% provided in clause 10.1).
  - c. Night Shift employees shall not work between 7am and 8am.
  - d. Night Shift employees shall not work both Saturday and Sunday in a week more than 3 times in any 4 week roster cycle.
6. In relation to clause 19.4 of the Group Agreement (public holidays – casuals), having regard to the absence of public holiday loading for casual employees on public holidays other than Good Friday, Easter Monday and Christmas Day, if based on the hours a casual employee works the casual employee's aggregate remuneration over a roster cycle is less than what would have been earned under the *Banking, Finance and*



*Insurance Award 2010* (the “Award”), the casual employee shall be paid the amount calculated in accordance with the Award as though the Award applied.

7. These undertakings are provided to respond to issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

**Date: 26 July 2019**