

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170LJ - Agreement with organisations of employees (Division 2)

RACV Sales and Marketing Pty Ltd

and

**Australian Municipal, Administrative, Clerical and Services Union
(AG2005/6072)**

RACV RETAIL NETWORK CERTIFIED AGREEMENT 2005

Clerical industry

COMMISSIONER WHELAN

MELBOURNE, 13 OCTOBER 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 13 October 2005 and shall remain in force until 13 October 2008.

BY THE COMMISSION:

COMMISSIONER

Appearances:

F. Anderson for RACV Sales and Marketing Pty Ltd.

S. Sanchez for the Australian Municipal, Administrative, Clerical and Services Union.

Hearing details:

2005.

Melbourne:

October 13.

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RACV RETAIL NETWORK

CERTIFIED AGREEMENT

2005

RACV

1. TITLE

This Agreement shall be known as the RACV Retail Network Certified Agreement 2005 ("the Agreement").

2. ARRANGEMENT

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3. OBJECTIVES AND GOALS OF THE RETAIL NETWORK

RACV and its employees recognise the need to establish a climate of mutual co-operation to achieve common goals in an environment receptive to change and committed to achieving maximum benefit for all parties.

RACV's Retail Network provides the organisation with a critical mechanism by which we can provide our customers with a wide range of products and services designed to meet their needs.

The Retail Network has a service and sales focus. Our members and customers rely on a retail environment where they can purchase products and services, receive information and professional advice and where they can be made aware of the range and benefits of the products and services available to them. The Retail Network needs to be easily accessible and open to meet the demands of our customers. We will constantly check with our customers to determine the level of service provided and see how we are meeting their expectations. It is imperative that Retail Shops remain competitive within the market place. The concept of work flexibility sought to be achieved by the Agreement envisages employees and

RACV working together to achieve RACV's business needs while, at the same time, ensuring that employees' personal needs, which arise when combining their work and personal responsibilities, are taken into account. This system of work requires a mature working relationship to be established between RACV and the employees.

The parties to the Agreement agree to cooperate to achieve the principles and initiatives identified in the RACV Corporate Plan, and the Operations Division and Retail Network Business Plans. This cooperation is aimed at ensuring the ongoing viability of the business. The implementation of any initiatives identified in the business plans referred to above will be in accordance with all the requirements of this agreement. This includes a requirement that RACV notifies and discusses with employees and their representatives any major change that is likely to have a significant effect on employees.

4. PARTIES BOUND

The parties to this Agreement are:

- (i) RACV Sales and Marketing Pty Ltd. ("the employer"); and
- (ii) all employees who fall within the scope of the Agreement; and
- (iii) the Australian Municipal, Administrative, Clerical and Services Union (ASU) ("the Union").

5. APPLICATION

This Agreement shall apply to all RACV employees working in the RACV Retail Network in Victoria.

6. SCOPE OF AGREEMENT

The following classes of employees are excluded from coverage by the Agreement: Shop Managers, Acting Shop Managers, Assistant Managers, Agency employees, Financial Services Representatives, Finance Sales Representatives and employees at Broadband 3 and above.

Trainee managers and Acting Shop Managers who have been appointed in writing are excluded from coverage of the Agreement during the period of their appointment and whilst they are performing the tasks and functions of a trainee manager. Should they cease being a trainee manager and become a consultant, upon the date specified in writing they will become covered by this Agreement.

This Agreement applies to employees within the Retail Network located in Retail Shops.

7. DEFINITIONS

'Act' means the Workplace Relations Act 1996.

'Commission' means the Australian Industrial Relations Commission.

'The Agreement' means the Retail Network Certified Agreement 2005.

'RACV business' shall include any direction by Retail Network management.

A 'Skills Audit' will define the knowledge and skills required to improve employees' performance and career opportunities.

'Union' means the ASU.

'Standard Hours' for full-time employees in each four week cycle will be 152 hours or an average of 152 hours per four week period calculated over 52 weeks.

'Ordinary Hours' means the span of hours during which employees can be rostered to work at ordinary hours of pay.

'Operational Hours' means the period within ordinary hours in which the Retail Shops are required to operate.

'Contracted Hours' means the period within operational hours in which an employee is contracted to work.

'Child-Care Fees' only apply to children who are of primary school age and below.

8. DATE AND PERIOD OF OPERATION

This Agreement shall operate for three years from the date of certification.

9. RENEGOTIATION OF AGREEMENT

The Parties agree to commence discussions on a new agreement to apply within the Retail Network six months prior to the expiry date of this Agreement.

10. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerical and Administrative Employees (Victoria) Award 1999 as amended from time to time. The terms and conditions of employment contained in the RACV Common Conditions Agreement 1996, attached to this Agreement as Appendix I, shall form part of the employment conditions applying to employees within the Retail Network.

Where the Agreement and the Common Conditions Agreement 1996 are silent on an employment condition that is contained within the Award, the terms of the Award shall apply. If the Agreement and the Common Conditions Agreement 1996 conflict with the Award, the Agreement and the Common Conditions Agreement 1996 shall apply to the extent of any inconsistency.

If there are any inconsistencies between a provision in the Common Conditions Agreement 1996 and any clause in this Agreement then this Agreement prevails to the extent of that inconsistency.

This Agreement excludes all other Agreements, whether in writing or verbal, informal and formal undertakings.

11. SAVINGS PROVISION

No employee will as a result of the making of this Agreement, suffer any loss of existing base ordinary rate of pay or other benefits to which the employee is entitled prior to the date of the coming into operation of this Agreement except where specifically provided for by this Agreement.

12. NO EXTRA CLAIMS

This Agreement is a closed agreement, that is, the employment conditions and salary increases outlined in the Agreement represent the employment conditions and total salary increases payable to employees covered by the Agreement throughout the life of the Agreement. The parties agree not to make any extra claims on RACV for additional salary increases for all employees or alterations to employment conditions throughout the life of the Agreement.

If during the life of this Agreement RACV elects to provide improvements in the terms and conditions of employment for the employees covered by this Agreement, RACV will confer with the Consultative Committee with a view to the method of implementation.

13. AGREEMENT NOT TO BE USED AS A PRECEDENT

The Parties agree that the provisions of this Agreement shall not be used to obtain similar benefits elsewhere.

14. SALARY

Salary adjustments are cumulative. The following increases will be paid on an employee's base rate of pay during the life of this Agreement:

3 August 2005	3 August 2006	3 August 2007
4.5%	2.25%	2.25%

14.1 Incentive-Based Remuneration/Reward System

An incentive-based remuneration/reward system will continue during the life of this Agreement. Implementation will be undertaken utilising the existing consultative process.

15. EMPLOYMENT OPPORTUNITIES

RACV is committed to providing an environment that positively supports the development of staff in line with corporate policies. An example of this is the RACV Development and Training Program Schedule an education support system which may be available on application to staff.

16. PROBATIONARY PERIOD

All new employees shall be subject to a probationary period of 18 weeks service commencing from the date a new employee has finished his/her initial training. Continuing employment will be contingent upon satisfactory completion of the initial training program and the employee maintaining a satisfactory performance standard. RACV shall discuss with the employee progress reports at four week intervals. Sick leave entitlements will be available after the first 12 weeks from the commencement of employment.

Termination of employment during the probationary period will require one week's notice in writing (or payment in lieu of notice) by either the employee or RACV.

17. EMPLOYMENT CATEGORIES

In accordance with the provisions of the Common Conditions Agreement attached to this Agreement, the employment categories in which employees may be engaged are:

- (i) full-time employee
- (ii) part-time employee
- (iii) casual employee.

Refer to clause 4.1 of the Common Conditions Agreement.

17.1 Full-Time Employee

A full time employee is engaged to work an average of 38 hours per week over the work cycle. They can be employed to work the 38 hours during ordinary hours as defined in the Common Conditions Agreement, Clause 6.1.

17.2 Part-Time Employee

A part time employee shall be employed for less than 38 hours per week worked on a regular and continuous basis.

Part time employees shall receive pro rata entitlements as for full time employees.

RACV is committed to providing to employees the opportunity to work on a part time basis.

RACV will at all times take into consideration the normal pattern of hours for a part time employee when meeting its rostering requirements (refer clause 18 -Hours of Work). Any requirement of part time employees to work in excess of ordinary hours should occur on an irregular basis only. Part time employees who work beyond their normal weekly hours shall be paid at the ordinary hourly rate for all such hours up to 38 hours per week subject to the provisions of the sub-paragraph 17.2.1 -Work on Weekends.

As set out in clause 18, all employees can be rostered to work on Saturdays as part of their ordinary hours.

17.2.1 Work on Weekends:

* It is expected that part time employees will, on average, work no more Saturdays or Sundays in number than full time employees, or will work the number of Saturdays and Sundays as defined in their letter of offer.

* The above provision does not apply if the part time employee was specifically engaged to work on Saturdays and Sundays as outlined in their letter of offer.

* If an employee is required to work on six consecutive days (an additional day's work) in seven days, the employee will be paid at overtime rates for/ all hours worked on the sixth day, or, at the employee's discretion, be entitled to a notional weekend in the terms of clause 19 of this Agreement.

17.2.2 Entitlements of working additional ordinary hours include:

* Additional Annual Leave and Annual Leave Loading based on the employee's actual hours worked.

* Pro-rated Long Service Leave based on the employee's actual hours worked.

* Additional Sick Leave based on the employee's actual hours worked.

* Additional ordinary hours worked are credited to annual leave, sick leave and long service leave accumulations in line with the pay cycle.

* Superannuation based on all ordinary hours worked.

17.2.3 When the 'ordinary hours' provision will not apply:

For special meetings, such as briefings by senior management and out of hours training, part time employees will be entitled to the same conditions of employment as full time employees. This means that both part time and full time employees may be rostered as part of their normal weekly hours, to attend such meetings. If attendance at such meetings is in excess of their normal weekly hours then overtime entitlements shall apply.

17.2.4 Pro Rata Entitlements - Part Timers

Employees who are engaged as part time employees who work less than 38 hours per week shall be entitled to the same entitlements as a full time (38 hours) employee except that these entitlements shall be on a proportionate basis determined by the number of hours worked.

Part time employees will be entitled to equal access to all training and promotional opportunities.

17.3 Casual Employee

A casual employee shall be employed on call for less than 38 hours per week, and engaged on an hourly basis with a minimum payment of one hour. Casual employees shall be excluded from the 50% loading payable for all ordinary hours worked on Saturday and Sunday, and the 25% additional loading payable for all ordinary hours worked before 6.00 am and after 7.00 pm Monday to Friday. A casual employee is excluded from the application of both Clause 6.4 "Call Back" and Clause 6.3 "Overtime" in Common Conditions.

17.3.1 Travelling Allowance

Where a casual employee is directed by his or her manager to attend training at a location other than his or her allocated Retail Shop, or who qualifies for a travel allowance within the provisions of Clause 25 - Employee Movement, shall be paid the travel allowance. This is the only circumstance in which a casual employee has an entitlement to travel allowance.

18. HOURS OF WORK

The day and the time of commencing and finishing work may be changed by RACV, taking into account the employee's personal responsibilities and commitments. RACV shall endeavour to provide fourteen days' notice of such change, but not less than seven days' notice will be provided to employees.

It is agreed that in order to improve efficiency, rosters will be reviewed on an as required basis. Rosters for full-time and part-time employees will be determined on a monthly basis, and made available to employees at least one month prior to roster commencement. Roster changes will be communicated to all staff.

Hours worked will total 1,976 over 52 weeks, inclusive of leave entitlements.

The Agreement will enable all employees to be rostered to work on Saturdays as part of ordinary hours.

Hours of work shall, be in accordance with Clause 6.1 of the Common Conditions Agreement as outlined below.

Weekly base wages will not vary with variations to daily hours worked but will be averaged over a 52 week period. For the purposes of sick leave entitlements, the actual number of hours rostered to be worked will be used in all calculations.

Annual and long service leave for full-time employees will be calculated on a 7.6 hour day and daily variations in hours will not impact on annual and long service leave.

The ordinary hours of work of an employee, may be rostered at any time on any day of the week, subject to the following conditions:

The ordinary hours of work shall not exceed an average of 38 hours per week (exclusive of meal breaks), averaged over a complete cycle of the roster. Where an employee is directed to work in excess of an average of 38 hours per week, the employee shall be paid for all such hours worked in excess of an average of 38 per week at the overtime rates prescribed in clause 6.3 of the Common Conditions Agreement 1996.

For a full time employee during Monday to Friday the ordinary hours of work shall be a minimum of 6 and shall not exceed 10 per day.

Where an employee is directed to work in excess of 10 hours on any day, the employee shall be paid for all such hours worked in excess of 10 at the overtime rates prescribed in sub-clause 6.3 of the Common Conditions Agreement 1996. Additional hours are dependent upon RACV taking account of the employee's personal responsibilities and commitments.

Full time and part time employees shall not be rostered to work after 9.30 pm Monday to Friday as part of ordinary hours. In addition, full time and part time employees engaged prior to 12 September 1997 shall not be rostered or required to work on Sundays as part of ordinary hours. Full time and part time employees engaged after 12 September 1997 may be required to work on Sundays and after 9.30 pm Monday to Friday as part of ordinary hours.

Existing employees in this category (pre 12 September 1997) may be offered work at ordinary hours on Sunday, but it shall be their choice to either accept or reject the work. Employees who choose not to work on Sunday as part of their ordinary hours will not be penalised in any way whatsoever. This does not preclude overtime being worked on a Sunday.

An employee shall be paid a loading of 50% in addition to his/her normal hourly rate for all ordinary hours worked on a Saturday or Sunday.

An employee shall be paid a loading of 25% in addition to his/her normal hourly rate for all ordinary hours worked before 6 am or after 7 pm on any day Monday to Friday.

19. NOTIONAL WEEKENDS

Except as agreed, or for the purposes of overtime, employees will not be required to work more than five consecutive days in any work cycle of seven days.

Employees will be entitled to two full consecutive days off, following the completion of a five day agreed pattern of hours, as a notional weekend. By agreement with the employee, these days may be taken as two single days. Rostering of the day(s) taken as a notional weekend should be on a rotational basis thereby ensuring that all employees have equal access to the opportunity of taking Monday in conjunction with a Sunday. The operational needs of the particular Retail Shop shall be a consideration in determining which method of taking the notional weekend shall apply.

Should the Notional Weekend fall during a day when a public holiday is available the Notional Weekend shall be extended by one day or by mutual agreement a day added to the employee's annual leave that does not attract the 17.5% loading.

The provision is to be read in conjunction with clause 6.3 - Overtime of the Common Conditions Agreement 1996.

Payment for overtime will be included in the next pay period.

20. OVERTIME/TIME OFF IN LIEU

Overtime shall be paid at the rate of time and one half for the first two hours on any day and double time thereafter, excepting all overtime on Sundays, which shall be paid at the rate of double time with a minimum payment as for three hours' work.

Time off in lieu of overtime may, at the employee's discretion, be taken at a time agreed between the employee concerned and RACV, within four weeks of the overtime being worked or extended by agreement. Time taken as time off in lieu of overtime shall be taken on the basis of one hour of time in lieu for each hour of overtime worked. Where it is not practical for the time off to be granted within four weeks, the employee shall choose whether to be paid for the overtime or have the time added to their annual leave entitlement.

Additional days added to an employee's annual leave entitlement do not incur the 17.5% annual leave loading.

Payment for overtime will be included in the next pay period.

21. REST PERIODS

All employees will be entitled to rest breaks on the following basis:

Employees who are engaged to work a minimum of four hours per day shall be entitled to one (1) paid 15-minute rest interval, which shall be rostered by RACV, between the time of commencing work and completing work.

22. REST BREAKS/MEAL BREAKS

No employee shall be compelled to stop work except for meals, and subject to subclause 6.2.3 of the RACV Common Conditions Agreement 1996, no period of work shall exceed six hours without a break for meals.

Sub-clause 6.2.3 of the RACV Common Conditions Agreement 1996 states that where, because of an emergency situation or an operational demand which could not reasonably have been anticipated by the RACV, an employee is required to work for more than six hours without a meal break, he/she shall be paid one-half extra on the hourly rate of their weekly wage for the time so worked and he/she shall be allowed their usual meal period as soon as it can be arranged.

All meal breaks are unpaid.

Employees whose work hours include a minimum of a thirty (30) minute unpaid meal break shall be entitled to a fifteen (15) minute paid rest break before the meal break and a fifteen (15) minute paid rest break following the unpaid meal break.

If an employee's work roster includes an unpaid meal break of a minimum of thirty (30) minutes, then the employee must receive a paid fifteen (15) minute break before and after the unpaid meal break, irrespective of the number of hours worked.

Example

15 minute	30 to 60 minute	15 minute

Employees who work up to six hours per day are entitled to a paid 15 minute rest break. By agreement, employees can increase the length of this rest break by working the additional unpaid time either at the beginning or end of their shift.

22.1 Meal Allowance

22.1(a) An employee shall, as appropriate, be supplied with an adequate meal or be paid meal money in addition to any overtime payment as follows:

22.1(b) When required to work not less than one and a half hours after the normal finishing time or five hours after the preceding meal break, whichever first occurs, -\$11.95.

23. ACCRUED DAY OFF (ADO)

ADOs will not be taken during the month of December, and may only be taken during the month of January by the agreement of RACV. These one or two accrued days will be accumulated and either added to annual leave (but will not attract the 17.5% annual leave loading) or rostered to be taken at a time mutually agreed between an employees and RACV. ADOs can only be banked with the prior approval of RACV." ADOs are to be taken when they become available subject to the procedures outlined below.

Employees and RACV must provide 15 calendar days' notice of their preferred day for an ADO. RACV will authorise the taking of ADOs to meet the operational requirements of the business.

ADOs may be varied by RACV at any time to meet operational requirements such as peak periods (e.g. Thursday prior to Easter) or ADOs will be available on Tuesday, Wednesday and Thursday's or other days by mutual agreement.

An ADO will be available to employees working 152 hours in 19 days or less as an agreed pattern of hours over a four weekly (20 day) cycle. For example, if an employee works 8 hours per day for 19 days the employee will have accumulated 7.6 hours (19 x .4 hours - 24 minutes) that is available on the 20th day and may be taken by agreement as an ADO.

When an employee has taken 2 or more consecutive weeks' annual leave he/she maybe given the option of half an accrued day off, or may work additional hours to obtain a full accrued day off. These options are by agreement taking into account the needs of RACV's business and employees' personal needs.

Time taken by employees as authorised sick leave or public holiday will be counted as time worked for the accumulation towards an ADO.

Employees engaged in the retail network after 12 September 1997 shall have no entitlement to accumulate time towards an ADO.

24. HIGHER DUTIES ALLOWANCE

Where an employee agrees to perform duties for a period of at least five (5) consecutive working days that attract a higher rate than the employee's substantive position, the employee shall be paid a higher duties allowance in accordance with the following table:

Higher Duties (minimum 5 consecutive days)	Period	Allowance

Employee to Shop Manager	When acting as Shop Manager for a minimum of 5 consecutive days (Monday to Friday)	\$60.00 per day
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Higher duties allowances will apply to employees who are competent and/or qualified to perform the duties required (whilst on formal training, allowances do not apply).

Employees who, from time to time, perform additional responsibilities and different tasks shall have these additional activities recognised during performance appraisal.

24.1 Employee to Back up Finance Sales Representative

All time worked in performing the role of back up Finance Sales Representative as per the role description will accumulate within the pay cycle (10 days) and be paid in accordance with the following table.

Hours Worked	Payment amount
0 - 4	\$10
4 - 8	\$20
8 - 12	\$30
12 - 16	\$40
16 - 20	\$50
20 - 24	\$60
24 - 28	\$70
28 - 32	\$80
32 - 36	\$90
36 - 40	\$100

25. EMPLOYEE MOVEMENT

Summary

This clause describes employee movement within the Retail Network and Member Contact Centre.

25.1 Employee Movement to the Member Contact Centre

Employees employed in the Retail Network may be required to move to the Member Contact Centre (MCC) for operational reasons. This move will be undertaken within rostered hours in accordance with the conditions that apply in the Retail Network.

Employees moving from the Retail Network will remain on the same pay rates as apply in the Retail Network. All employees are to be advised in writing, giving 14 days' notice except in emergency situations, outlining the circumstances including any arrangements for accommodation, travelling and any other administrative arrangements associated with the move.

Employees will be paid normal travelling allowance and travelling expenses or offered the appropriate reimbursement for public transport or other mode of travel (refer to clause 25.4), where possible a company vehicle will be provided.

Employees required to perform duties at the Member Contact Centre shall have the number of days capped at 10 days (non-cumulative) for the term of the Agreement.

Employees recruited after 12 September 1997 will not have their days capped.

Emergency situations, such as sickness, will not require 14 days' notice, but the employee concerned must be advised as soon as possible. These situations are subject to the 10 day capping.

25.2 Travel Time

Employees required to travel on RACV business outside their zone, or inside their zone for country areas, are to be paid as follows:

- (a) Travel time to be part of the employee's normal rostered hours for the day;
- (b) If travel is outside the normal rostered hours for the day, then such time is to be paid at ordinary time rates.

25.3 Reimbursement of Toll Charges and Parking Costs

Any toll charges and parking costs associated with authorised travel shall be reimbursed in accordance with corporate policy.

25.4 Temporary Relief within the Retail Network (Unplanned Absences)

It is RACV's intention that maximum flexibility of employment can be achieved to meet the operational requirements of the Retail Network. Unplanned absences are unforeseen personal circumstances that arise outside of the normal notification for a change in the roster cycle.

Movement between shops can be directed in accordance with the following criteria:

- (a) Relief will be for a short term only with a maximum of three consecutive days in any single period of relief and the number of days capped at 15 days per financial year or a pro-rata number of days.
- (b) Travel distance for employees will be a maximum of 20 kilometres from their designated base shop to the shop requiring relief
- (c) Employees' personal circumstances will be taken into account prior to directing an employee to relieve in another shop.
- (d) Unless mutually agreed, the hours of work of an employee providing relief shall be such that they are required to leave their place of residence no earlier than or arrive home no later than if working at their base shop.
- (e) Employees will be paid normal travelling allowance in accordance with RACV's corporate motor vehicle policy. Employees are encouraged to use the most efficient means of transport. The employee shall be reimbursed for any public transport costs incurred travelling to and from the shop where relief is required. At the discretion of the Shop Manager, an employee may be offered another mode of transport.
- (f) RACV will ensure that full contact details for an employee performing relief shall be available at the shop where relief is being performed and at the base shop of the employee.

25.5 Temporary Relief - Frankston and Southland

Employees at Frankston and Southland can be directed to relieve for unplanned absences between these two Retail Shops in accordance with the provision outlined in clause 25.4 except for the 20 kilometre limitation.

Southland and the Melbourne Shop are no longer required to support each other.

25.6 Relief-Country Area

Sale - Traralgon Shepparton - Wodonga Ballarat - Bendigo

Employees in the country area, when relieving, may be directed to move to their support shop as outlined above. The cost of all travel will be reimbursed. Any necessary accommodation will be booked directly through RACV.

Employees can be directed to move within their support shop combination for relief. Less than two weeks' notice is required if the relief duration is not greater than two weeks. Employee agreement will be required if the movement is for longer than two (2) weeks.

Travel allowance shall be calculated in accordance with corporate policy.

26. TRAINING

In order for RACV to be able to deliver high quality service and maintain competitive standards, every effort must be made to ensure that RACV employees have the necessary skills and training to be able to deliver and maintain our standards. Therefore some training will be compulsory in that employees will have no option with respect to attendance.

Training will be conducted during ordinary hours where practicable or as overtime. Payment will be made for part-time employees in accordance with clause 17.2 of this Agreement, and for all other employees in accordance with the Common Conditions Agreement 1996.

RACV will regularly conduct skills audits of employees to ensure that appropriate skill levels of employees are maintained, and where appropriate additional or specialised training provided.

RACV will take into account any employee's concerns and family commitments. If an employee is unable to attend the training as originally scheduled because of extenuating circumstances they must attend the training at the closest alternative training venue within their zone. Employees unable to attend must advise RACV of their inability to attend so that alternative training can be arranged. RACV will pay for travelling to the alternate training in accordance with corporate policy. A minimum of two weeks' notice will be provided so that all employees can make appropriate arrangements in respect of their commitments.

Any travel expenses incurred whilst attending training will be paid in accordance with corporate policy

26.1 Initial Employment Training

The designated training facility for new employees is to be considered their place of employment until they complete the training and move to their designated Retail Shop. During the period of training the employee may be required to move from the training location to a retail Shop within their zone, or the closest Retail Shop to their training facility, for practical experience. This entire period is to be seen as a component of the training program.

The employee will attend the closest training facility to their place of residence unless otherwise agreed. RACV will make every effort to place employees in one of the training facilities closest to their

residence.

If the employee must travel to a training facility that is not one of the closest to their place of residence travel allowance will be paid. This will be calculated on the distance from the training facility closest to their residence to the one they are attending. This is the only circumstance when travel allowance shall be paid during this initial employment training.

Country staff required to attend training at a town or city other than their own Retail Shop location will be paid travel allowance.

27. ATTENDANCE AT WORK FOR MEETINGS

Employees may be required once a fortnight to attend work for a meeting outside their rostered hours. Such attendance will be paid for at overtime rates, or time off in lieu, with a minimum payment of 60 minutes. All other requirements to return to work must be in accordance with 'Call Back' Clause 6.4 of the Common Conditions Agreement 1996.

The 'Call Back' provision does not apply if work is continuous, or the break is less than 60 minutes. In this situation, overtime provisions apply.

An employee who attends work for any purpose whilst on leave commitment, an ADO or a day not rostered to work will be entitled to a payment as for 3 hours work at overtime rates as per clause 6.3 Common Conditions Agreement 1996.

Casuals are excluded from the application of Overtime Clause (6.3) and Call Back Clause (6.4) of the Common Conditions Agreement 1996.

Child-Care Fees

Where an employee is required to attend a meeting arranged by RACV where less than seven days' notice is provided, or where an employee is required to remain at work after their normal finishing time, RACV will reimburse the employee for any additional child-care fees incurred as a result.

Prior to the meeting, or at the time the request is made to remain at work, the employee shall advise their Shop Manager that additional child-care fees will be incurred. If the Shop Manager requires the employee to attend the meeting or remain at work, the employee will be reimbursed for any additional child-care fees upon the production of a suitable invoice from a registered child-minding agency.

28. WORKCOVER

All employees who attend unpaid work-related functions outside of normal hours, such as an industry function, are to be covered by RACV's WorkCover Policy during the periods of travel and attendance at the function.

29. REIMBURSEMENT - SUBSCRIPTIONS

Employees, who are required to maintain registration with appropriate organisations to maintain current qualifications, shall be reimbursed the full cost of meeting this requirement if agreed by RACV.

30. ANNUAL LEAVE

Employees are encouraged to utilise annual leave (20 days for permanent full time employees, and a pro rata calculation for part time employees) during the calendar year when it becomes available.

Employees who wish to accumulate annual leave for a special purpose must advise RACV of these

requirements in writing advising the number of days required, the dates when leave shall be taken and the circumstances necessitating the "special purpose". If approved by RACV, such approval shall be provided in writing.

Employees may take up to (5) five days as single day absences per year by agreement with RACV.

Employees shall apply for leave and RACV shall respond to the leave with the full period of notice in writing as follows:

Period of Leave	Employee Notice	RACV's response will be within
One day's leave	1 week's notice	3 working days
Two to seven day's leave	2 week's notice	1 week
Eight to twenty day's leave	6 week's notice	4 weeks
Over twenty days leave	2 month's notice	4 weeks

31. CORPORATE WARDROBE

Employees are to comply with RACV guidelines with respect to the wearing of the appropriate corporate wardrobe where fully subsidised, and shall have no entitlement to any other allowances.

Whilst at work employees will be required to wear their corporate name badge in a prominent position which can be seen easily by RACV members and customers, and carry their employee identification card at all times.

This clause is to be read in conjunction with RACV's Dress Code and Appearance Standards policy.

32. DISPUTE SETTLEMENT PROCEDURE

Every endeavour will be made by the parties to this Agreement to amicably settle any grievance that may arise in the workplace by direct negotiation and consultation between the parties.

An employee involved in a dispute shall have the option of being present at all stages as outlined in points (i) to (vii) below.

At any stage during this dispute resolution process the employee may either inform a consultative committee representative or have a consultative committee member represent them or any other representative may represent the employee concerned.

Any grievance or dispute arising from the Agreement shall be settled in the following manner:

(i) As soon as is practicable after the grievance has arisen, the employee concerned will raise the matter with their Manager, affording them the opportunity to remedy the cause of the grievance. The employee may involve their workplace representative if they so choose;

(ii) If the matter is unresolved, it will be referred to the Retail Network Operations Manager;

(iii) If the matter is still not satisfactorily resolved, it will be referred to the Retail Network State Manager;

(iv) If the matter is still not satisfactorily resolved, the appropriate RACV representative shall pursue the matter further in conjunction with the General Manager, Retail Network;

(v) If the matter is still not satisfactorily resolved, the appropriate RACV representative shall pursue the matter further in conjunction with the relevant Executive General Manager;

(vi) If still not settled, either or both parties may submit the matter to the Australian Industrial Relations Commission who may resolve the issue of dispute through Conciliation and/or Arbitration providing the matter is within the Commission's jurisdiction, in accordance with the Act;

(vii) While the matters in dispute are being dealt with in accordance with this procedure, work shall continue normally without prejudice to either party.

33. DUTY OF FIDELITY/CONFIDENTIALITY

In the performance of their duties, employees may be provided with, or have access to, confidential information. Additionally, documents obtained, or materials developed by an employee during the course of his or her employment must be kept in confidence and shall only be used by employees in the performance of their duties.

During their employment, or at any time after their employment ceases, employees are not permitted to:

* retain or take copies of any RACV property relating in any way to the business or affairs of RACV, including, but not limited to, any RACV correspondence, mailing or membership list, financial information, computer records, software or tapes, or pricing and client data;

* directly or indirectly disclose any of the information contained in the documents referred to in above to any person whatsoever, unless expressly authorised to do so. This duty extends to confidential information that may be obtained from pay slips, AAA forms etc., or obtained via e-mail;

* use any of the information referred to in above for their own benefit, or for the benefit of any other person; and

* details which relate to an individual's conditions of employment are personal and should not be disclosed.

33.1 Unauthorised Transactions

During their employment, or at any time after their employment ceases, employees are not permitted to:

* alter another person's records to provide an illegal benefit to that person or knowingly falsify records and/or breach RACV policies and procedures;

* alter or amend records or receipt payments to RACV, for themselves and/or immediate family members and partners;

* knowingly sell, alter or amend products and/or services outside of established policies and guidelines to obtain a personal advantage and/or benefit.

In the event that an employee breaches any part of this provision, he or she shall be liable to disciplinary action including dismissal and/or legal proceedings for damages. This applies both to clause 33 and sub-clause 33.1.

34. FAIR TREATMENT AT WORK /SEXUAL HARASSMENT

RACV is committed to the principles of equal opportunity in employment and its actions in this regard

will be governed by the spirit and the intent of the governing legislation. RACV is also committed to increasing the skill and competency levels of all employees to provide equal opportunity for promotion and access to career path progression.

RACV will not tolerate discriminatory behaviour or sexual harassment and appropriate disciplinary action will be taken if either is found to have occurred. Comprehensive policies and procedures are in place and will be maintained to address these issues and provide appropriate protection for employees.

Sexual Harassment can include such examples as:

* Display or communication of sexually offensive materials such as pin-ups, voice-mail messages, or materials displayed on computer screens such as "screen savers" or inappropriate internet sites.

* Sending unrequested or unwanted material of an offensive nature to other employees either by mail or electronically.

34.1 Anti-Discrimination

The parties to this Agreement agree that:

(a) it is RACV's intention to help prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

(b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in the Agreement; and

(c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

(d) nothing in these provisions prohibits:

(i) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or

(ii) any discriminatory conduct (or conduct having discriminatory effect) if:

(A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and

(B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

35. ACCOMMODATION

Employees who are required to drive/travel more than 200 kilometres return from their home Retail Shop, after completing a normal day's work, shall be offered overnight accommodation and meals at RACV's expense. The accommodation must be arranged by RACV, prior to the travel, and is to be prepaid or by agreement with the employee, paid by the employee.

All costs paid by the employee shall be reimbursed to the employee within two working days. Reimbursement will be made on presentation of appropriate receipts as cash or cheque payment only.

Employees seeking an advance of costs must approach RACV at least two days prior to the planned travel. Where practical, employees are to return to their home Retail Shop ready to start work at their

normal commencing time.

36. JOB SHARE

Job sharing is an arrangement where two employees voluntarily share all of the duties and responsibilities of a permanent full-time position. Job sharing is, by necessity, completely voluntary on the part of the job share partners.

Employees who choose to job share will continue to participate in employee development programs such as performance appraisals, pay for performance and career development activities.

Access to Job Sharing

(i) Job sharing will be available by agreement between the relevant Sales and Service Manager and the employees concerned.

(ii) RACV will co-ordinate employees' requests in relation to job sharing.

(i) The job sharers, in conjunction with the appropriate Manager, will determine how the job is to be split and agree the hours within the designated spread of hours.

(ii) A job sharer's four-weekly cycle hours will be set as 'spread of ordinary hours' and will not be changed except by mutual consent of both job sharers and RACV.

(iii) Consistent with the provisions of Clause 17.2 of this Agreement, work performed outside the spread of ordinary hours shall be at the ordinary hourly rate up to 38 hours per week.

Overlap Time

Communication between the two job sharers of a position can be of vital importance in many positions. Where continuity is needed, each sharer's normal established hours should include time for mutual discussion and briefing.

Absences on Leave

(i) In the case of a short-term casual absence such as sick leave, of the job-sharer's partner, the remaining job sharer may volunteer to relieve;

(ii) In the case of planned or structured absence, the job sharers may elect to take such leave jointly. Should leave be taken separately, the remaining job sharer may volunteer to relieve.

(iii) Where a planned or structured absence of one job sharer is relieved by the remaining job sharer for less than a four-weekly cycle, the aggregate number of hours worked by the remaining job sharer shall not exceed those of a full-time employee.

Overtime

(i) Overtime rates are not payable for extra hours worked to a maximum of 38 hours per week (refer Clause 17.2 of this Agreement)

(ii) Other than in the circumstances outlined in (i) above, a job sharer shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime worked.

(iii) A job sharer who volunteers to relieve in the other portion of the job sharing position during periods of sick leave, annual leave or other authorised absences shall, however, only be entitled to payment at single time should the job sharer volunteer to relieve. Work performed in excess of the standard hours for that position will be paid for at the overtime rates detailed above and may be taken as time off in lieu.

Salary and Conditions of Employment

Subject to the Agreement and the Common Conditions Agreement 1996, job sharers will receive pro rata pay and conditions for the relevant classification of the position filled in proportion to the hours worked by each job sharer.

Contract of Employment and Job Sharing Agreement

(i) The working arrangements and responsibilities for a particular position shall be mutually determined by RACV and both job sharers, including any variations in such working arrangements and responsibilities that may be required to be made from time to time.

This provision to be read in conjunction with Clause 6.6.4 - Rostering of the Common Conditions Agreement.

(ii) The contract of employment will incorporate such matters as the number of hours to be worked by each job sharer, when those hours are to be worked, overlap time, the job description for the position and procedures that outline the termination of the contract. The job description issued will be that prepared for the established position.

Vacation of Job Sharing Position

(i) The status, classification, nature and responsibility of a position shall not alter whether the position is being filled on a shared or individual basis.

(ii) An individual job sharer may indicate their intention to terminate a job sharing arrangement on the giving of four weeks notice in writing to RACV.

(iii) In the event one job sharer vacates the position for whatever reason, the remaining job sharer is to be provided with the option in the first instance of having sole appointment to the position and assuming all work and hours. If this is unacceptable to the employee who requests to continue on a job share basis, RACV will actively endeavour to find a new job share partner and a new Agreement is to be negotiated. Alternatively, the remaining employee can be offered an opportunity to share in another position or to be assigned to a discreet part-time position of the same classification and with suitable hours of work.

If it is not possible to place the employee elsewhere in the relevant Retail Shop the position will become redundant.

(iv) An employee always retains the option of returning permanently to their former mode of employment, whether part-time or full-time and provided a suitable position is found.

A change in the mode of employment from full-time or part-time to job sharing or vice versa does not break continuity of employment or service.

All accrued benefits are fully transferable from one mode of employment to another.

37. PUBLIC HOLIDAY ENTITLEMENT

This provision is to be read in conjunction with clause 7.5.2(f)(i) of the Common Conditions Agreement

1996.

RACV and employees in accordance with the Award may agree to substitute another day for any prescribed Public Holiday, on the basis that the consent of the majority of affected employees shall constitute agreement.

Should either party seek to vary the public holiday for another day, confirmation shall be one month prior to the Public Holiday affected.

38. MEMBER AND CUSTOMER SERVICE

As RACV is committed to sales and service excellence, RACV will regularly monitor member and customer service levels. The purposes of conducting member and customer service measurement programs are:

- (i) to assist with the initial and ongoing training of Retail Network employees with a view to improving the company's service delivery to members and customers;
- (ii) to maintain consistent high levels of member and customer service.
- (iii) to regularly monitor levels of member and customer service.
- (iv) to identify methods by which member and customer service levels can be improved.

The process of monitoring levels of member and customer service may occur in a number ways, which shall include but not be limited to the following:

- * customer service evaluations (electronically or manually recorded)
- * retail coaching forms
- * member surveys
- * value selling training
- * skills audits

If retail coaching forms are taped, the resultant tape is subject to the "same confidentiality guidelines as Customer Service Evaluations. (See Clause 38.1).

Employees may elect to be represented during any interview with RACV that may involve a complaint from an RACV member or customer.

38.1 Customer Service Evaluations

Results from customer service evaluation activities are designed to monitor and maintain sales and service excellence. Results of customer service evaluations are for the exclusive use of RACV and are to ensure maximum privacy to all RACV employees, member records and transactions, and to the company providing the service.

- * Privacy is of paramount concern with respect to any tape recordings of RACV employees
- * Tapes shall not be held longer than 14 days, from date of receipt of the report by the RACV Shop.

* Tapes held by this department are to be stored in a secure place and access strictly limited.

* Tapes shall not be used for review, training or retraining for other than the Employee recorded on the tape.

* Written reports are to be provided by the customer service evaluation company to RACV.

38.2 Procedure to Access Customer Service Evaluation Tapes

The written report will be discussed between the Manager and the employee. After discussing the written report the employee may request to access the tape in conjunction with their manager. Such request must be in accordance with the following procedure and approved by the General Manager, Retail Network or their representative(s):

1. The tapes can be referred to if a query occurs and written request by the employee is forwarded to the Sales and Service Manager for approval.
2. The Sales and Service Manager will fax approval to the Customer Service Manager.
3. The tapes will only be accessed by the Customer Service Manager or his/her employees (with his/her permission)
4. A formal review will be completed and faxed back to relevant Shop/employee with any adjustments made to the Customer Service Evaluation result.
5. If an employee is not satisfied with the outcome of the review, the tape can be heard by the employee and Shop Manager. The request to listen to the, tape must be in writing and approved by the Sales and Service Manager. If the employee is still not satisfied, the employee may use the dispute resolution procedure.

Requests to access tapes must be received within 14 days from the date that the Shop receives the report. However, if the employee is absent for Leave purposes, the 14 days can be extended with the consent of the Sales and Service Manager.

In circumstances where authorised access to the tapes or recordings identify a need for the counselling of an employee, the Shop Manager or Sales and Service Manager will be involved in a counselling session with the employee. An employee representative may also be present, if so desired by the employee.

38.3 Confidentiality of Customer Service Evaluation Results

Individual scores for team members are to remain confidential and are not to be accessed.

39. PERSONAL LEAVE

Summary

The clause describes an employee's (other than a casual employee's) entitlement to personal leave, that is, sick leave, carer's leave and bereavement leave.

39.1 Amount of Paid Personal Leave

(a) Paid personal leave is available to an employee when they are absent:

* due to personal illness or injury (sick leave);

* for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave);

* for bereavement on the death of an immediate family or household member (bereavement leave).

(b) The amount of personal leave to which an employee is entitled depends on how long they have worked for RACV, as follows:

* 76 hours of sick leave and 38 hours of bereavement leave on each occasion in the first and second years of service

* 91.2 hours of sick leave and 38 hours of bereavement leave on each occasion in the third and subsequent years of service

Unused sick leave accumulates from year to year.

39.2 Immediate Family or Household

(a) The entitlement to such personal leave for the purposes of carer's or bereavement leave is subject to the person being either:

* a member of the employee's immediate family; or

* a member of the employee's household.

(b) The term "immediate family" includes:

* spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as their spouse on a bona fide domestic basis; and

* child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, parent-in-law, grandparent, grandchild or sibling of the employee or spouse of the employee.

39.3 Sick Leave

(a) An employee, other than a casual employee who has had at least three months' continuous service with RACV is entitled to use up to 76 hours of the current year's personal leave entitlement as sick leave in the first and second years of service and 91.2 hours in the third and subsequent years of service.

(b) An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

(c) An employee who is absent from duty as a result of personal ill health or accident shall, where practicable, notify RACV of such absence and, if possible, the expected duration of the absence, within one hour of the employee's normal time of commencing work.

(d) Provided that an employee to be eligible for payment they shall produce or forward within 24 hours of the commencement of the absence evidence satisfactory (medical certificate or statutory declaration) to RACV that the absence was due to personal ill health or accident necessitating such absence.

(e) Employees are to provide satisfactory evidence (either medical certificate or statutory declaration) confirming that absence was due to ill health in circumstances where:

- * the absence occurs on the day before, or the day after a public holiday, rostered day or annual leave;
- * the duration of the absence is two days or longer; or
- * more than four days sick leave is claimed in any one year

(f) Each day or part of a day used under sub-clause 39.3(a) (Sick Leave) is to be deducted from the amount of personal leave under sub-clause 39.1(b)(Personal Leave).

(g) Sick leave entitlements that are not used either for the purposes of sick leave or carer's leave in any year should be cumulative for the purposes of sick leave only.

39.4 Bereavement Leave

(a) An employee is entitled to use up to five days of personal leave as bereavement leave on each occasion if a member of the employee's family or household in Australia dies. If the death of an immediate family member occurs outside Australia, and the employee attends the funeral, leave of up to an additional five days may be granted by RACV.

(b) Each day or part of a day used under sub-clause 39.4(a)(Bereavement Leave) is to be deducted from the amount of personal leave under sub-clause 39.1(b)(Personal Leave).

(c) An employee is entitled to use accumulated sick leave as paid bereavement leave, compassionate leave up to and including the day of the funeral of up to two ordinary days on each occasion when a member of the employee's immediate family or household in Australia dies and the employee has already used the current year's personal carer's leave entitlement under sub-clause 39.1 (b)(Personal Leave).

(d) Where an employee has exhausted all personal leave entitlements, including accumulated entitlements, they will be entitled to two days unpaid bereavement leave.

(e) Proof of death must be provided to the satisfaction of RACV if requested.

39.5 Carer's Leave

(a) An employee with responsibilities in relation either to members of their immediate family or household who need their care and support is entitled to use up to 76 hours of their personal leave entitlement in their first and second year of service and up to 91.2 hours of their personal leave entitlement in their third and subsequent years of service to provide care and support for such persons when they are ill. Leave may be taken for part of a single day. As an additional entitlement, employees will be entitled to three days carer's leave after utilising all of their carer's leave entitlement, which will not be deducted from the personal leave entitlement. This extra entitlement is not cumulative and cannot be used for the purposes of sick leave.

(b) The entitlement to use personal leave is subject to the employee being responsible for the care of the person concerned.

(c) The employee must, if required by RACV, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

(d) In normal circumstances, an employee must, where practicable, give RACV notice of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for

taking such leave, and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence.

(e) An employee may take unpaid carer's leave by agreement with RACV.

(f) Apart from the additional three days' carer's leave referred to in sub-clause 39.5(a), each day or part of a day used under sub-clause 39.5(a)(Carer's Leave) is to be deducted from the amount of personal leave under sub-clause 39.1 (b)(Personal Leave).

40. INTERRUPTION OF WORK

Clause 4.3 of the Common Conditions Agreement provides:

RACV may deduct payment for any time an employee cannot usefully be employed because of any strike of employees, or through any breakdown of machinery or any stoppage of work for any cause for which RACV cannot be held responsible.

RACV will attempt to redeploy any employees affected by the "Interruption Of Work" provision into other areas within RACV prior to standing employees down.

41. LONG SERVICE LEAVE

After 10 years continuous service eligible employees may apply for "pro-rata" long service leave of up to a maximum of 43 working days. After 15 years continuous service eligible employees may apply for up to a maximum of 13 weeks long service leave.

Leave may be available in 3 weekly blocks by agreement between the employee and their Shop Manager or taken in its entirety. Employees taking long service leave in 3 weekly blocks or less must in addition fully utilise their annual leave entitlement for their 12 month period, in accordance with RACV Policy.

42. COMMITMENT TO OCCUPATIONAL HEALTH AND SAFETY

General Provisions

The parties to this agreement recognise that the maintenance of high standards of Occupational Health and Safety (OHS) in RACV is a high priority. Importantly, OHS maintenance involves co-operation between all parties working at RACV. It is also recognised that there are legal requirements placed on all parties to ensure that a high standard of OHS performance is achieved.

Responsibilities

(a) Employer Responsibilities

RACV will continue to provide and maintain, so far as is practicable, a working environment at its place of work that is safe and which does not endanger the health of its employees or any other person, working at that workplace. RACV will continually review its occupational health and safety policies and procedures to assist in achieving this objective.

RACV will continue to consult with staff through their elected OHS representative about issues of occupational health and safety affecting their workplace.

RACV will:

(i) Contribute to the development of safe work practices and procedures.

(ii) Take all reasonable steps to ensure all safe working practices, procedures, instructions and rules are followed and safety equipment and devices correctly used.

(iii) Promptly respond to the report of any situation, circumstance, accident or injury arising out of or in the course of work.

(iv) Coordinate training where appropriate to address identified OHS issues.

(b) Employee Responsibilities

Take appropriate care for their health and safety and for the health and safety of all other persons in the workplace who could be affected by their acts or omissions. To achieve this it is expected that staff will:

(i) Contribute to the development of safe work practices and procedures.

(ii) Follow safe working practices, procedures, instructions and rules and correctly use safety equipment and devices.

(iii) Promptly report any situation, circumstance, accident or injury arising out of or in the course of work to their Shop Manager.

(iv) Complete safety training required or requested by RACV.

43. SALARY PACKAGING

RACV and an employee may enter into a written agreement in which the employee agrees to receive certain benefits offered by RACV instead of a portion of the employee's gross salary.

Overall, the benefits and the salary provided to the employee shall be not less in value than the gross salary available to the employee under this agreement.

The salary packaging arrangement shall not increase the total cost of employment.

The salary packaging arrangement:

* must be in writing and signed by both RACV and the employee;

* shall detail the components of the total salary package; and

* shall state the term of the agreement.

The gross salary prior to salary sacrifice will count as salary for the purposes of redundancy, superannuation, salary related allowances, overtime calculations, shift or casual loadings.

Any disagreement regarding a salary packaging arrangement will be resolved through the Dispute Settling Procedure at clause 32.

RACV reserves the right to review this arrangement at any time.

44. ABSENCE MANAGEMENT

The parties are committed to developing and implementing joint strategies to reduce absenteeism through

the life of the agreement.

A working party consisting of staff representatives and RACV representatives will be formed within three months of the certification of this agreement. The purpose of the working party will be to develop and recommend a strategy in which to reduce absenteeism.

Full consultation will occur with all staff prior to implementation of any agreed strategies.

42. SIGNATORIES TO THE AGREEMENT

1. Signed for and on behalf of RACV Sales and Marketing Pty Ltd.

Jason Gowie
General Manager Retail Network

Witness

Date

Date

2. Signed for and on behalf of Royal Automobile Club of Victoria Employees (Retail Network Consultative Committee).

Barb Taylor
Chairperson

Witness

Date

Date

Cath Streibl

Witness

Date

Date

Lyn Hatfield

Witness

Date

Date

Sean Hanson

Witness

Date

Date

Roger Capogreco

Witness

Date

Date

Andrew Attard

Witness

Date

Date

Anna Twomey

Witness

Date

Date

3. Signed for and on behalf of the Australian Municipal Administrative Clerical and Services Union (ASU).

Ingrid Stitt
Branch Secretary

Witness

Date

Date

RACV COMMON CONDITIONS AGREEMENT 1996

RACV

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Agreement shall be known as the RACV COMMON CONDITIONS AGREEMENT 1996

1.2 ARRANGEMENT

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1.4. DEFINITIONS

1.4.1 "Agreement" means the RACV - Common Conditions Agreement 1996.

1.4.2 "Act" shall mean the Workplace Relations Act 1996.

1.4.3 "Commission" shall mean the Australian Industrial Relations Commission constituted under the Workplace Relations Act 1996.

1.4.4 "Commissioner" shall mean a Commissioner of the Australian Industrial Relations Commission.

1.4.5 "Day's work" shall mean work performed between the usual or rostered hours of commencing and finishing work on any day work, or shift work.

1.4.6 "Hourly rate" shall mean the weekly wage prescribed by this Agreement for the work performed divided by the number of hours which constitute the ordinary working week in the work area to which this Agreement applies.

1.5 DATE OF OPERATION AND TERM OF AGREEMENT

This Agreement shall operate from the date of ratification by the Australian Industrial Relations Commission.

1.6. SCOPE AND PARTIES BOUND

This Agreement shall be binding on:

1.6.1(a) The Royal Automobile Club of Victoria in respect of its employees who are required to perform work covered by this Agreement.

1.7 SAVINGS PROVISION

No rights, obligations or liabilities incurred or accrued prior to the coming into operation of this Agreement shall be affected by this Agreement.

PART 2 EMPLOYMENT FLEXIBILITY

2.1 ENTERPRISE FLEXIBILITY

2.1.1 The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the RACV and to enhance the career opportunities and job security of employees in the RACV.

2.1.2 The RACV, and the employees shall continue to utilise an appropriate consultative mechanism and procedures to consider measures and processes consistent with the objectives of sub-clause 2.1.1 raised by the RACV and the, employees in relation to the RACV.

2.2 WORKPLACE FLEXIBILITY

2.2.1 Guidelines for the achievement of maximum workplace capacity and utilisation shall be as prescribed in this clause.

2.2.2 There shall be co-operation between, management and employees in improving productivity and flexibility.

2.2.3 Mixed Functions

Employees may be directed during any day to perform different functions within their skill, competence and training, provided that such direction is not designed to promote deskilling.

In the case of an emergency and/or during a period of peak workload, any member of RACV staff may be directed to work in any RACV work location or position. Such support may be utilised until trained staff are available to perform the work.

Any direction issued by the RACV pursuant to this sub-clause shall be consistent with the RACV's responsibilities to provide a safe and healthy working environment.

When an employee is required to perform duties for a period of at least one day which attract a higher rate than the employee's substantive position, the employee shall be paid at that higher rate for that period. Provided that, where an employee is required to perform duties which attract a lower rate of pay on a short-term or temporary basis, there shall be no adjustment to the employee's salary.

2.2.4 Meal Period Flexibility

Sub-clause 6.2 - Meal Breaks provides for flexibility in the timing of meal periods, enabling variation without notice, by consent, or when necessary, to facilitate continuous operation.

2.2.5 Movement of employees

Employees may be moved to temporarily replace other employees in order to maintain continuous operation. This may include the movement into the RACV of staff to assist with operations where unusual circumstances or high demand require it.

2.2.6 Change of Shifts

Where appropriate,, procedures enabling continuous operation during shift changeovers will be implemented.

2.2.7 Starting Times

Starting and finishing times of individual employees within a workplace may be staggered to ensure maximum capacity utilisation.

PART 3 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 INTRODUCTION OF CHANGE

3.1.1 Employer's duty to notify

3.1.1(a) Where the RACV has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the RACV shall notify the employees who may be affected by the proposed changes.

3.1.1(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the RACV's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

3.1.2 Employer's duty to discuss change

3.1.2(a) The RACV shall discuss with the employees affected, inter alia, the introduction of the changes referred to in subclause 3.1.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

3.1.2(b) The discussions shall commence as early as practicable after a definite decision has been made by the RACV to make the changes referred to in subclause 3.1.1 hereof.

3.1.2(c) For the purposes of such discussion, the RACV shall provide in writing to the employees concerned all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the RACV shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.

3.2 DISPUTE SETTLEMENT

Grievances and disputes shall be dealt with in the following manner:

3.2.1 Should any matter arise which gives cause for concern to an employee the employee shall raise such matter with their line manager or Committee Member who will consult each other with a view to resolving the issue.

3.2.2 If the matter is not satisfactorily resolved, the appropriate Human Resource manager or other RACV management representative shall pursue the matter further in conjunction with the line manager/supervisor.

3.2.3 If the matter remains unresolved it may be referred to the Senior Member of the Consultative Committee. This officer shall discuss it with a senior Human Resources representative of the RACV.

3.2.4 If the matter remains unresolved it may be submitted to the Australian Industrial Relations Commission for resolution.

3.2.5 The parties shall at all times confer in good faith and without undue delay.

3.2.6 While the above procedure is being followed, work shall continue normally, except in cases where a bona fide safety issue is an immediate and dangerous situation to an employee. Provided that, where an employee ceases work in an immediate and dangerous situation such employee will be transferred to other duties.

3.2.7 If the provisions of sub-clauses 3.2.1, 3.2.2, 3.2.3, 3.2.4 and 3.2.5 all fail to resolve the dispute, the parties reserve the right to pursue such action as considered necessary.

3.2.8 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

PART 4 EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

4. EMPLOYMENT CATEGORIES

4.1.1 Employment

4.1.1(a) No person shall be employed except as:

4.1.1(a)(i) a weekly employee;

4.1.1(a)(ii) apart-time employee;

4.1.1(a)(iii) a casual employee;

4.1.1(a)(iv) a temporary employee;

4.1.1(a)(v) an employee eligible for a supported wage.

4.1.1(b) A weekly employee to become entitled to payment of a weekly wage shall perform such work as the RACV shall from time to time require on the days and during the hours usually worked by such employee.

4.1.1(c) The RACV may direct an employee to carry out such duties as are within the limits of the

employee's skill, competence and training provided that such duties are not designed to promote deskilling.

4.1.1(d) The RACV may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.1.1(e) Any direction issued by the RACV pursuant to paragraphs 4.1.1(c) and (d) shall be consistent with the RACV's responsibilities to provide a safe and healthy working environment.

4.1.1(f) The RACV may engage an employee on a probationary period of employment, provided the length of the probationary period is reasonable and is agreed in writing between the employee and the RACV at the commencement of the period of employment.

4.1.2 Part-Time Employment

4.1.2.(a) Part-time employment shall be employment for less than 38 hours per week, worked on a regular and continuous basis.

4.1.2.(b) Part-time employees shall be paid for each hour worked at an hourly rate calculated by dividing the weekly rate for the appropriate classification in this Agreement for a full-time employee by 38.

4.1.2.(c) The provisions of this Agreement as regards annual leave, sick leave, public holidays and bereavement leave shall apply on a pro rata basis to part-time employees as follows:

4.1.2(c)(i) Annual leave

A part-time employee shall become entitled to and shall take annual leave or be paid in lieu of such leave in the same manner and under the same conditions as a full-time employee becomes entitled to and is granted such leave in accordance with sub-clause 7.1 of this Agreement.

4.1.2(c)(ii) Personal/Carer's Leave

A part-time employee shall become entitled to personal/carer's leave, including personal sick leave and bereavement leave, in the same manner and under the same conditions as a full-time employee becomes entitled to and granted such leave in accordance with sub-clause 7.2 of this Agreement.

4.1.2(c)(iii) Public holidays

Where a part-time employee whose rostered hours fall on a public holiday as defined in sub-clause 7.5 of this Agreement is not required to work on that day, the employee will not lose pay for the day.

Where the employee works on the holiday, such employee shall be paid in accordance with sub-clause 6.3 - Overtime of this Agreement.

4.1.2(d) A part-time employee who, except by agreement between the employee and the RACV, is directed to work in excess of his or her rostered hours, or on any additional day or days shall be paid overtime for all such time worked in accordance with subclause 6.3 of this Agreement.

4.1.3 Casual Employment

4.1.3(a) A casual employee is one who is engaged and paid as such, casual employees shall be employed for less than '38 hours' per week.

4.1.3(b) The employer when engaging a person for casual employment shall inform him/her in writing that he/she is to be employed as a casual.

4.1.3(c) A casual employee whether working on day work or shift work shall be paid for such work the hourly rate prescribed for such work, with the addition of twenty-five per centum, and in the case of an employee employed on shift work the further addition of the allowance prescribed by subclause 6.6 of this Agreement.

4.1.3(d) Casual employees shall not be entitled to any period of paid leave under this Agreement, nor to an additional payment for annual leave, nor to payment for public holidays on which the casual employee is not required to work.

4.1.4 Temporary Employees

Definition

For the purposes of this clause, "temporary employee" shall mean any person employed by an employment agency on a temporary basis, and performing work within the RACV, but shall not include any permanent full-time employee.

Rate of Pay

The rate of pay for a temporary employee shall be based upon an hourly rate calculated by dividing the appropriate weekly rate in sub-clause 5.1 by 38. In addition to this amount, temporary employees shall be paid 25 % of the hourly rate so calculated.

Termination of Services

To terminate the services of a temporary employee, three hours' notice shall be given by either the employer or the employee, or in lieu thereof, three hours' pay shall be paid by the employer or forfeited by the employee as the case may be.

Notwithstanding the provisions of this sub-clause a lesser period of notice may be mutually agreed upon by the employer and the employee, such agreement to be evidenced in writing and signed by each party. The provisions of this sub-clause shall not apply in any instance where a temporary employee is dismissed for misconduct.

Minimum Payment

A temporary employee shall be paid a minimum of three hours' pay for each day worked, notwithstanding that a lesser number of hours may actually have been worked.

4.1.4(e) Exclusions

The provisions of this clause provide specific terms and conditions for temporary employees employed by employment agencies. All other clauses in the Agreement shall continue to apply to the employment of temporary employees except the clauses listed below, which shall have no application to persons engaged as such and are specifically excluded:

Sub-clause 4.4 Terms of Employment

Sub-clause 7.5 Public Holidays

Sub-clause 7.1 Annual Leave

Sub-clause 7.2.3 Personal Sick Leave

Sub-clause 7.2.4 Bereavement Leave

Sub-clause 7.4.1 Maternity Leave

Sub-clause 7.4.3 Adoption Leave

Sub-clause 7.3 Jury Service

4.1.5 Employees Eligible for a Supported Wage

4.1.5(a) Definition

This sub-clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this sub-clause, the following definitions will apply:

4.1.5(a)(i) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)".

4.1.5(a)(ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

4.1.5(a)(iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

4.1.5(a)(iv) "Assessment Instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

4.1.5(b) Eligibility Criteria

Employees covered by this sub-clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (This sub-clause does not apply to any existing employee who has a claim against the RACV which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment). (This sub-clause does not apply to the RACV in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or eligible for, a disability support pension, except with respect to an organisation which has received recognition under Section 10 or Section 12A of the Act, or if a part only has received recognition, that part).

4.1.5(c) Supported Wage Rates

4.1.5(c)(i) Employees to whom this sub-clause applies shall be paid the applicable percentage of the rate of pay prescribed by this Agreement for the class of work which the person is performing according to

the following Schedule:

Assessed Capacity Rate	% of Prescribed
{Paragraph 4.1.5(d)}	Award
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the amount payable shall not be less than \$45.00 per week)

4.1.5(c)(ii) Where a person's assessed capacity is ten per cent, they shall receive a high degree of assistance and support.

4.1.5(d) Assessment of Capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

4.1.5(d)(i) The RACV, in consultation with the employee or, if desired by any of these;

4.1.5(d)(ii) The RACV and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

4.1.5(e) Lodgement of Assessment Instrument

4.1.5(e)(i) All assessment instruments under the conditions of this sub-clause, including the appropriate percentage of the award rate to be paid to the employee, shall be lodged by the RACV with the Registrar of the Industrial Relations Commission.

4.1.5(e)(ii) All assessment instruments shall be agreed and signed by the parties to the assessment.

4.1.5(f) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

4.1.5(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this sub-clause will be entitled to the same terms and conditions of employment as all other employees covered by this Agreement paid on a pro rata basis.

4.1.5(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this sub-clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

4.1.5(i) Trial Period

4.1.5(i)(i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this sub-clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

4.1.5(i)(ii) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

4.1.5(i)(iii) The minimum rate payable to the employee during the trial period shall be no less than \$45 per week.

4.1.5(i)(iv) Work trials should include induction or training as appropriate to the job being trialled.

4.1.5(i)(v) Where the RACV and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under paragraph 4.1.7(d).

4.2. ABANDONMENT OF EMPLOYMENT

4.2.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the RACV and without notification to the RACV shall be prima facie evidence that the employee has abandoned his or her employment.

4.2.2 Provided that if within a period of seven days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of their RACV that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned their employment.

4.2.3 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the RACV, whichever is the later.

4.3. INTERRUPTION OF WORK

4.3.1 The RACV may deduct payment for any time an employee cannot usefully be employed because of any strike by employees, or through any breakdown of machinery or any stoppage of work for any cause for which the RACV cannot be held responsible.

4.4. TERMS OF EMPLOYMENT

4.4.1 Termination of employment

4.4.1(a) Notice of termination by employer

4.4.1(a)(i) In order to terminate the employment of a weekly and part time worker the RACV shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

4.4.1(a)(ii) In addition to the notice in subparagraph 4.4.1(a)(1) hereof, employees over 45 years of age at the time of giving the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.

4.4.1(a)(iii) Payment in lieu of the notice prescribed in subparagraphs 4.4.1(a)(i) and/or (if) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.4.1(a)(iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

4.4.1(a)(v) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

4.4.1(a)(vi) For the purpose of this clause, "period of continuous service" means the period during which the employee has served the RACV under an unbroken contract of employment.

4.4.1(a)(vii) Time Off During Notice Period

Where the RACV has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the RACV.

4.4.1(a)(viii) Statement of Employment

The RACV shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

4.4.1(a)(ix) Summary Dismissal

Notwithstanding the provisions of subparagraph 4.4.1(a)(i) and paragraph 4.4.1(b) hereof the RACV shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.

4.4.1(a)(x) Unfair Dismissals

Termination of employment by the RACV shall not be on the ground of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, national

extraction and social origins, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position.

4.4.1(b) Notice Of Termination By Employees

The notice of termination required to be given by a weekly and part time employee shall be the same as that required of the RACV, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the RACV shall have the right to withhold any moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice. In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

4.4.2 Redundancy

4.4.2(a) Discussions before terminations

4.4.2(a)(i) Where the RACV has made a definite decision that it no longer has a need for the job the employee has been doing done by anyone else and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the RACV shall hold discussions with the employees directly affected.

4.4.2(a)(ii) The discussions shall take place as soon as is practicable after the RACV has made a definite decision which will invoke the provisions of sub-paragraph 4.4.2(a)(i) hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

4.4.2(a)(iii) For the purposes of the discussion the RACV shall, as soon as practicable, provide to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided, that the RACV shall not be required to disclose confidential information the disclosure of which would be inimical to the RACV's interests.

4.4.3(a) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subparagraph 4.4.2(a)(i) hereof, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the RACV may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

4.4.3(b) Severance pay

In substitution for the period of notice prescribed for ordinary termination in paragraph 4.4.1(a) of this Agreement, an employee whose employment is terminated for reasons set out in sub-paragraph 4.4.2(a)(1) hereof shall be entitled to a payment of the equivalent of six weeks' salary in lieu of notice. In addition, the following amount of severance pay in respect of a continuous period of service shall apply:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and up to 2 years	5 weeks' pay

2 years and up to 3 years	9 weeks' pay
3 years and up to 4 years	13 weeks' pay
4 years and up to 5 years	17 weeks' pay
5 years and up to 6 years	21 weeks' pay
6 years and up to 7 years	25 weeks' pay
7 years and up to 8 years	29 weeks' pay
8 years and up to 9 years	33 weeks' pay
9 years and up to 10 years	36 weeks' pay
10 years and up to 11 years	39 weeks' pay
11 years and up to 12 years	42 weeks' pay
12 years and up to 13 years	45 weeks' pay
13 years and up to 14 years	48 weeks' pay
14 years and up to 15 years	51 weeks' pay
15 years and up to 16 years	54 weeks' pay
16 years and up to 17 years	56 weeks' pay
17 years and up to 18 years	58 weeks' pay
18 years and up to 19 years	60 weeks' pay
19 years and up to 20 years	62 weeks' pay
20 years and up to 21 years	64 weeks' pay
21 years and up to 22 years	66 weeks' pay
22 years and up to 23 years	68 weeks' pay
23 years and up to 24 years	70 weeks' pay
24 years and up to 25 years	72 weeks' pay
25 years and over	74 weeks

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.

"Period of continuous service" means the period during which the employee has served the RACV under an unbroken contract of employment.

4.4.3(c) Long Service Leave

An employee whose employment is terminated for reasons set out in sub-paragraph 4.4.2(a)(i) hereof, and who has completed at least five years of continuous service with the RACV shall be entitled to payment in respect of accrued long service leave, calculated pro rata on the basis of an entitlement of 13 weeks' long service leave for 15 years' continuous service.

4.4.3(d) Outplacement counselling

An employee whose employment is terminated for reasons set out in sub-paragraph 4.4.2(a)(i) hereof shall be provided with access to outplacement counselling. Participation in outplacement counselling shall be on a voluntary basis.

4.4.3(e) Employee leaving during notice

An employee whose employment is terminated for reasons set out in sub-paragraph 4.4.2(a)(1) hereof

may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the RACV until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.4.3(f) Alternative employment

The RACV, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the RACV obtains acceptable alternative employment for an employee.

4.4.3(g) Time off during notice period

4.4.3(g)(i) During the period of notice of termination given by the RACV for reasons set out in sub-paragraph 4.4.2(a)(i) hereof an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. Additional time may be granted for this purpose by agreement with the RACV.

4.4.3(g)(ii) The employee shall, at the request of the RACV, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.4.3(h) Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in sub-paragraph 4.4.2(a)(i) hereof, the RACV shall notify the Commonwealth Employment Service thereof as soon as possible* giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.4.3(i) Superannuation benefits

Members of the superannuation fund shall receive the benefits due to them in accordance with the provisions of the fund.

4.4.3(j) Transmission of business

Where a business is, before or after the operative date of this Agreement, transmitted from the RACV (in this sub-paragraph called "the transmittor") to another employer (in this sub-paragraph called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

4.4.3(j)(i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

4.4.3(j)(ii) The period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

4.4.3(j)(iii) In this paragraph "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

Employees with less than one year's service

This sub-clause shall not apply to employees with less than one year's continuous service and the general

obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

Employees exempted

This sub-clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

PART 5 WAGES AND RELATED MATTERS

5.1 CLASSIFICATION STRUCTURE

5.1.1(a) RATE OF WAGE

An adult employee's minimum rate of wage shall be the salary rate agreed for that work area. In the absence of an agreed rate of wage, the relevant award rate shall be regarded as the minimum rate of wage.

5.2 PAYMENT OF WAGES

5.2.1 An employee shall be paid their salary on any week day in each week, fortnight, or month at the option of the RACV, but where the employee is in receipt of a salary of 10% or more in excess of the award rate, salary may be paid monthly.

5.2.2(a) Salary shall be paid by electronic transfer during working hours.

5.2.2(b) In the case of an employee whose ordinary hours of work are arranged so that the employee works a constant number of ordinary hours each week, salary shall be paid according to the actual ordinary hours worked.

5.2.2(c) In the case of an employee whose ordinary hours of work are arranged so that the employee works an average number of ordinary hours each week during a particular work cycle, salary shall be paid according to an average of ordinary hours worked, even though more or less than thirty-eight ordinary hours may be worked in any particular week of the work cycle, so that the employee receives the same amount of salary for ordinary hours each pay period.

5.2.2(d) If an employee is absent from duty during a week (other than for paid absences authorised by this Agreement or by the RACV) the employee shall lose his/her entitlement to payment for the period of the absence.

5.2.3 Salary Threshold for Overtime etc.

An employee whose salary is more than 20% above the highest salary rate applicable to an employee under the award shall not be entitled to payment in respect of overtime, meal money, additional payments for working on a public holiday, or payments for standby or callback.

5.2.4 The RACV shall supply to the employee, within one day of the payment to which the pay slip relates, details of salary payments made to him/her. Such details shall be in writing and shall contain the following:

1.	Name of employee
----	------------------

2	Classification of the employee	
3	The date of payment	
4	Whether the employee's employment under the Agreement is	
	(i) full-time;	
	(ii) part-time;	
	(iii) casual;	
	(iv) temporary	
	(v) apprentice; or	
	(v) adult apprentice.	
5.	The period covered by the payment	
6	The salary rate	\$
7.	The number of hours covered by the payment	
	(i) at ordinary rate	\$
	(ii) at overtime rate	\$
	(iii) at any other rate	\$
8.	The gross amount of salary payable	\$
9.	The purpose and amount of deductions made	\$
10.	The net amount of salary paid	\$
11.	Any amount included in the net amount of payment for an allowance/s	\$
12.	The amount of any superannuation contribution made for the employee and the name of the fund to which the contribution was made.	\$

5.2.5 The RACV may change the pay day or pay period provided no employee suffers any financial disadvantage as a result of the change.

5.2.6 Payment of wages on termination

5.2.6(a) When in accordance with a notice of termination of employment as provided by this Agreement an employee's employment is terminated during the course of a pay period the employee shall, at the termination of their employment, be paid all monies due to them.

5.2.6(b) When an employee is dismissed without notice, all monies due to such employee shall be forwarded to the employee by post within seven days of the termination of their employment.

PART 6 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

6.1. HOURS OF WORK (DAY WORK)

6.1.1 The ordinary hours of work of an employee, other than an employee engaged as a shift worker pursuant to sub-clause 6.6 of this Agreement, may be worked at any time on any day of the week, subject to the following conditions:

6.1.1(a) The ordinary hours of work shall not exceed an average of 38 hours per week (exclusive of meal breaks), averaged over a complete cycle of the roster. Where an employee is directed to work in excess of an average of 38 hours per week, the employee shall be paid for all such hours worked in excess of an average of 38 per week at the overtime rates prescribed in clause 6.3;

6.1.1(b) The ordinary hours of work shall not exceed 12 per day. Where an employee is directed to work in excess of 12 hours on any day, the employee shall be paid for all such hours worked in excess of 12 at the overtime rates prescribed in sub-clause 6.3;

6.1.1(c) The employee shall be paid a loading of 50% in addition to his/her normal hourly rate for all ordinary hours worked on a Saturday or Sunday;

6.1.1(d) The employee shall be paid a loading of 25% in addition to his/her normal hourly rate for all ordinary hours worked before 6am or after 7pm on any day Monday to Friday;

6.1.1(e) Except as provided in paragraph 6.1.1(g), by agreement between the employees in a work area and the RACV, the hours may be worked to allow the accumulation of a rostered day off, on one of the following bases: ,

6.1.1(e)(i) 76 hours within a work cycle not exceeding fourteen consecutive days; or

6.1.1(e)(ii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or

6.1.1(e)(iii) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

6.1.1(e)(iv) An average of 38 hours per week over a 52 week period.

6.1.1(e)(v) Any other work cycle as agreed.

In agreeing the appropriate working arrangement to apply, management and employees shall consider the business needs of the work area, including the flexibility to meet peaks of demand which may occur on a daily or seasonal basis.

6.1.1(f) Where agreement cannot be reached between employees and management on the pattern of hours to be worked, management will, in consultation with the employees affected, determine the roster for the hours of the employees between 6.00 am and 11.00 pm Monday to Friday and 7.00 am and 7.00 pm Saturday and Sunday.

6.1.1(g) The ordinary hours of work of an employee shall be worked on not more than five days in each period of seven days.

6.1.1 (h) The working arrangements to apply within a work area shall be confirmed between the employees in that work area and the RACV upon the coming into operation of this Agreement, or in the

case of an employee engaged by the RACV after the coming into operation of this Agreement, upon engagement.

6.1.1(i) Subject to the provisions of paragraph 6.1.2(a) - Emergency Provisions, the working arrangements agreed between the employees and the RACV in accordance with paragraph 6.1.1(e) above may be altered by agreement between the RACV and the majority of employees in the work area. The employees in a work area shall not unreasonably withhold such agreement.

Where agreement cannot be reached, the provisions of clause 3.2 - Dispute Settling Procedure of this Agreement shall apply.

6.1.1(j) No employee shall be required to work more than 6 hours without a meal break taken in accordance with sub-clause 6.2 of this Agreement.

6.1.2 Emergency Provisions

6.1.2(a) In a case of emergency beyond its control the RACV may require an employee to change his/her usual working hours (including the meal break of such period).

6.2 MEAL BREAKS

6.2.1 The minimum time allowance for meals shall be half an hour and the maximum time allowance one hour.

6.2.2 No employee shall be compelled to stop work except for meals, and subject to sub-clause 6.2.3 of this Agreement, no period of work shall exceed six hours without a break for meals.

Provided that:

6.2.3 Where, because of an emergency situation or an operational demand which could not reasonably have been anticipated by the RACV, an employee is required to work for more than six hours without a meal break, he/she shall be paid one-half extra on the hourly rate of their weekly wage for the time so worked and he/she shall be allowed their usual meal period as soon as it can be arranged.

6.2.4 An employee's normal meal break may be altered on a particular day by the RACV acceding to a request by an employee that he/she desires a change in order to attend to some business arrangement, domestic or other personal necessity.

6.3 OVERTIME

6.3.1 Payments for Overtime

6.3.1(a) When an employee is required to work in excess of an average of 38 hours per week,

averaged over a full cycle of the roster, the employee shall be paid for such hours in excess of 38 at the rate of time and one half for the first two hours and double time thereafter.

6.3.1.(b) When an employee is directed to work hours outside of their rostered ordinary hours, the employee shall be paid for all such hours in accordance with the following scale:

For such hours worked Monday to Friday	Time and a half for the first two hours and double time thereafter;

For such hours worked on a Saturday	Time and a half for the first two hours and double time thereafter;
For such hours worked on a Sunday	Double time

6.3.1(c) Payment for overtime shall not be cumulative, that is, where a period of overtime attracts a loading under paragraph 6.3.1(a) and 6.3.1(b) hereof, the employee shall be entitled to the greater amount payable under either 6.3.1(a) or 6.3.1(b).

6.3.1(d) For the purposes of administering the provisions contained in sub-clause (a) hereof the minimum period for which an employee shall be paid overtime shall be one-half hour per week.

6.3.1(e) In computing overtime each day's work shall stand alone.

6.3.2 Time Off in Lieu of Payment of Overtime

6.3.2(a) An employee may elect, with the consent of the RACY, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

6.3.2(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

6.3.2(c) The RACY shall, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked where time off in lieu has not been taken within four weeks of accrual and paid out if requested by an employee.

6.3.3 Requirement to Work Reasonable Overtime

6.3.3(a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements

6.3.4 Rest Periods after Overtime

6.3.4(a) When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

6.3.4(b) An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the RACY, such an employee resumes or continues work without having had eight consecutive hours off duty he/she shall be paid at double the ordinary time rate of pay until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.3.4(c) The provisions of this sub-clause shall not apply in the case of shift workers when overtime is worked:

(i) For the purpose of changing shift rosters; or

(ii) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

(iii) Where a shift is worked by arrangement between the employees themselves.

6.3.5 Meal Allowance

6.3.5(a) An employee shall, as appropriate, be supplied with an adequate meal or be paid meal money in addition to any overtime payment as follows:-

6.3.5(a)(i) When required to work not less than one and a half hours after the normal finishing time or five hours after the preceding meal break, whichever first occurs, or in the case of a shift worker when the overtime work on any shift exceeds one hour - \$9.95. Provided that where such overtime work exceeds four hours a further meal allowance of \$9.95 shall be paid.

6.3.5(a)(ii) When required to work more than five hours overtime on a Saturday or a Sunday or more than five hours by a shift worker on his or her rostered day off - \$9.95 and a further \$9.95 when required to work more than nine hours on such day.

6.3.5(b) These foregoing provisions shall not apply where an employee could reasonably return home for a meal within the period allowed.

6.4 CALLBACK

Where an employee is required to return to duty after the usual finishing hour of work for that day, he/she shall be paid at the overtime rates prescribed in sub-clause 6.3 hereof, but shall receive a minimum payment as for three hours worked. Provided that this clause shall not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

6.5 STAND BY FOR WORK

6.5.1 A stand by for work is that period of time when an employee is required by the RACV to hold themselves in readiness to perform work outside of their ordinary working hours but is not required to be at their place of employment during that period of stand by. Provided an employee and the RACV make arrangements as to where the employee may be contacted by the RACV and meet the RACV's request to report for work if necessary or be released from standing by for work, the employee's movements during such period of stand by shall be unrestricted.

6.5.2 For all time an employee other than a casual is required to stand by for work as described in subclause 6.5.1 hereof he/she shall be paid an allowance of \$25.00 per day:

6.6 SHIFTWORK

6.6.1 Definitions

For the purposes of this clause:

6.6.1(a) 'Afternoon Shift' means any shift finishing after 7.00 p.m. and at or before midnight.

6.6.1(b) 'Continuous Work' means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the RACV.

6.6.1(c) 'Night Shift' means any shift finishing subsequent to midnight and at or before 8.00 a.m.

6.6.1(d) 'Permanent Night Shift' means a night shift which does not rotate with another shift or shift or day work, and which continues for a period of not less than four consecutive weeks.

6.6.1(e) 'Rostered Shift' means a shift of which the employee concerned has had at least forty-eight hours' notice.

6.6.1(f) 'Shift Worker' means an employee engaged as such and who works and is paid in accordance with the provisions of this clause.

6.6.2 Hours of Work - Continuous Shift Work

6.6.2(a) This subclause shall apply to shift workers on continuous work as defined in this clause. The ordinary hours of shift workers shall average 38 per week inclusive of crib time averaged over a complete cycle of the roster. Subject to the following conditions, such shift workers shall work at such times as the employer may require.

6.6.2(a)(i) A shift shall consist of not more than twelve hours inclusive of crib time. Provided that by agreement between the RACV and the majority of employees in a workplace, ordinary hours not exceeding twelve on any day may be worked subject to:-

6.6.2(a)(i)(a) the RACV and the employees concerned being guided by the occupational health and safety provisions.

6.6.2(a)(i)(b) proper health and monitoring procedures being introduced;

6.6.2(a)(i)(c) suitable roster arrangements being made; and

6.6.2(a)(i)(d) proper supervision being provided.

6.6.2(b) Except at the regular change over of shifts an employee shall not be required to work more than one shift in each twenty four hours.

6.6.2(c) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

6.6.3 Hours - Other than Continuous Work

6.6.3(a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:

38 hours within a period not exceeding seven consecutive days; or

76 hours within a period not exceeding fourteen consecutive days; or

114 hours within a period not exceeding twenty-one consecutive days; or

152 hours within a period not exceeding twenty-eight consecutive days.

6.6.3(b) The ordinary hours shall be worked continuously except for meal breaks, the timing of which shall be at the discretion of the RACV. An employee shall not be required to work for more than six hours without a break for a meal. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours.

Provided that:

6.6.3(b)(i) the ordinary hours of work prescribed herein shall not exceed ten hours on any day,

6.6.3(b)(ii) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to agreement between the RACV and the majority of employees in the workplace; and

6.6.3(b)(iii) by agreement between the RACV and the majority of employees in the workplace, ordinary hours not exceeding twelve on any day may be worked subject to:

6.6.3 (b)(iii)(a) the RACV and the employees concerned being guided by the occupational health and safety considerations;

6.6.3 (b)(iii)(b) proper health and monitoring procedures being introduced;

6.6.3 (b)(iii)(c) suitable roster arrangements being made; and

6.6.3 (b)(iii)(d) proper supervision being provided.

6.6.3(c) Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

6.6.3(d) Variation by of Rosters

Subject to sub-clause (b) and (c) hereof the method of working shifts may in any case be varied by agreement between the RACV and the majority of employees concerned.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the RACV and the majority of employees concerned to suit the circumstances of the workplace. The employees in a work area shall not unreasonably withhold such agreement.

Where agreement cannot be reached, the management shall, in consultation with the employees affected, determine the roster for the employees, and provide at least seven days' notice in writing to the employees concerned of the intention to change and/or introduce a new roster. If there are genuine sustainable reasons as to why an employee is unable to comply with the roster, they may approach management and seek a review. Where a roster is implemented in accordance with this paragraph, a review of the roster by management shall be conducted no later than four weeks after its introduction.

6.6.3(e) Afternoon or Night Shift Allowances

A shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his or her ordinary rate;

A shift worker who works on an afternoon or night shift which does not continue;

(a) for at least 5 successive afternoons or nights in a 5 day operation or 6 successive afternoons or nights in a 6 day operation; or

(b) for at least the number of ordinary hours prescribed by one of the alternative arrangements in sub-clauses (b) or (c) hereof,

shall be paid for each such shift 30 per cent for the first three hours thereof and 100 per cent for the remaining hours thereof in addition to his or her ordinary rate.

An employee who;

- (a) during a period of engagement on shift, works night shift only; or
- (b) remains on night shift for a longer period than four consecutive weeks; or
- (c) works on a permanent night shift:

shall during such engagement period or cycle be paid 30 per cent more than his or her ordinary rate for all time worked during ordinary working hours on such night shift.

6.6.3(f) Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be a 50% loading paid in addition to the employee's ordinary time rate. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause (g) hereof

6.6.3(g) Overtime

A shift worker for all time worked:

- (i) in excess of the ordinary weekly hours fixed in accordance with subclause (b) hereof shall be paid time and a half for the first three hours and double time thereafter; or
- (ii) in excess of ordinary daily hours on an ordinary shift, shall be paid time and a half for the first two hours and double time thereafter.

6.6.3(h) Requirement to Work Reasonable Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

6.6.3(i) Sundays and Holidays

6.6.3(i)(i) Continuous Shiftwork

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or Holiday shall be paid as follows :

- 6.6.3(i)(i)(a) Sundays - at the rate of 50%;
- 6.6.3(i)(i)(b) Holidays as prescribed by Clause 7.5 at the rate of 75%;
- 6.6.3(i)(i) Non-continuous Shiftwork (not 24 hours operation)

Shift workers on other than continuous work for all time worked on a Sunday or Holiday shall be paid at the rates prescribed by Clause 6.1 and 7.5 - Holidays and Sunday Work of this Agreement. Where shifts commence between 11 p.m. and midnight on a Sunday or Holiday, the time so worked before midnight shall not entitle the employee to the Sunday or Holiday rate; provided that the time worked by an

employee on a shift commencing before midnight on the day preceding a Sunday or Holiday and extending into a Sunday or Holiday shall be regarded as time worked on such Sunday or Holiday.

A shift, the major portion of which falls on a holiday, shall be regarded as the holiday shift.

6.6.4 Daylight Saving

Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of the legislation of a State summer time is prescribed as being in advance of the standard time of that State the length of any shift:

6.6.4(a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and

6.6.4(b) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation

In this sub-clause the expressions 'standard time' and 'summer time' shall bear the same meaning as are prescribed by the relevant State legislation.

PART 7 LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1. ANNUAL LEAVE

The provisions of this clause shall apply only to full-time and part-time employees.

7.1.1 Period of leave

The entitlement of an employee to annual leave shall be as prescribed in sub-clause 7.1.2 hereof. The entitlement of an employee to all other annual leave shall be as prescribed in sub-clause 7.1.4 of this clause.

7.1.2 An employee, other than an employee whose employment has been terminated, shall be entitled to the following:

7.1.2(a) Except as otherwise provided in this Agreement, four weeks' leave of absence on full pay at the end of each year of their employment by the RACV.

7.1.2.(b) Payment for annual leave at the appropriate ordinary time rate prescribed by clause 5.1 of this Agreement which the employee was receiving immediately prior to the commencement of their leave.

7.1.2(c) An employee other than a shift worker shall, in addition to their ordinary time earnings for the annual leave period, be entitled to a loading of 17-1/2 percent calculated on the salary prescribed by paragraph 7.1.2(b) hereof. By agreement between the RACV and the majority of employees in a work area, the loading may be paid either at the time of the employee taking leave, or on an agreed day each year. This clause shall not apply to pro rata leave on termination.

7.1.2(d) Where an employee is a shift worker and would have received a shift allowance at a rate higher than 17 1/2 percent as prescribed by sub clause 6.7.4 of this Agreement had she/he not been on annual leave during the relevant period, then that shift allowance shall be added to the rate of wage prescribed

by paragraph 7.1.2(b) hereof in lieu of the 17-1/2 per centum loading prescribed by sub-paragraph 7.1.2(c) hereof.

7.1.2(e) The RACV may at any time grant in advance a period of annual leave on full pay.

7.1.2(f) Where the leave has been taken before the right to the annual leave has accrued, the right to further annual leave shall not start to accrue until after the completion of the year of employment in respect of which the leave has been so taken.

7.1.2(g) The leave of absence shall be given by the RACV and shall be taken by the employee before the expiration of a period of 12 months from the date upon which the right to leave accrues.

7.1.2(h) The RACV shall have the right to fix when such leave will be given.

7.1.2(i) The RACV shall give each employee at least four weeks' notice of the starting date on which she/he shall be required to take leave.

7.1.2(j) Where any holiday for which the employee is entitled to payment under this Agreement occurs during any period of leave taken by an employee under this subclause, the period of the leave shall be increased by one day in respect of that holiday provided that the payment for such holiday shall not be included in the calculation of the annual leave loading prescribed by paragraphs 7.1.2(c) or (d) as the case may be, of this subclause.

7.1.2(k) Where, as provided in paragraph 7.1.2(1) hereof, the period of an employee's annual leave is extended by a holiday or holidays occurring therein and the employee is absent from their employment without reasonable excuse or without the consent of the RACV:

7.1.2(k)(i) on the working day immediately preceding the first day of that period of annual leave, the employee shall not be entitled to payment for such holiday, or the first of such holidays, as the case may be;

7.1.2(k)(ii) on the working day immediately following the last day of that period of annual leave, the employee shall not be entitled to payment for such holiday, or the last of such holidays, as the case may be.

7.1.3 Payment for Leave on Termination of Employment

The stipulations of this subclause 7.1.3 shall apply where the employment is terminated:

7.1.3(a) Where the employment has been terminated after it has continued for one year or longer and annual leave has not been taken because of the operation of paragraphs 7.1.2(h) and (i) hereof, the RACV shall forthwith pay to the employee four weeks' pay in the case of leave falling within subclause 7.1.2 of this clause, together with an amount equal to one-twelfth of their pay for the period of employment in excess of that year; provided that any payment in respect of overtime work or work on a Saturday or Sunday or on a holiday shall be excluded from the calculation; and provided further that the annual leave loading prescribed by paragraphs 7.1.2 (c) and (d) as the case may be shall not apply to the one-twelfth calculation on termination of employment. The employment period shall be computed from the date of its commencement.

7.1.3(b) Where the employment has continued for not more than twenty-eight consecutive days and is terminated, the RACV shall not be liable to make any payment to the employee.

Subject to such conditions where the employment is less than one year and is terminated and the employee has not been allowed leave in advance as provided in paragraph 7.1.2(f), the RACV shall

forthwith pay to the employee, in addition to all other amounts due to them, an amount equal to one-twelfth of their pay for that period of employment; provided that any payments made in respect of overtime work or work on a Saturday or Sunday or on a holiday shall be excluded from the calculation; and provided further that the annual leave loading prescribed by paragraphs 7.1.2(c) or (d), as the case may be of sub-clause 7.1.2 shall not apply to the one-twelfth calculation on termination of employment. The employment period shall be computed from the date of its commencement.

7.1.3(c) Where the leave under subclause 7.1.2 hereof has been taken in advance by an employee pursuant to paragraph 7.1.2(f) of that subclause; and

7.1.3(c)(i) the employment of the employee is terminated before she/he has completed the year of employment in respect of which such leave was taken; and

7.1.3(c)(ii) the sum paid by the RACV to the employee as pay for the leave so taken in advance exceeds the sum which the RACV is required to pay to the employee under paragraph 7.1.3(b) hereof; the RACV shall not be liable to make any payment to the employee under paragraph 7.1.3(b) hereof and shall be entitled to deduct the amount of such excess from any remuneration payable to the worker upon the termination of the employment.

7.1.4 Pro Rata Leave

In the event of the RACV closing a section or sections of the business for the purposes of allowing annual leave to all or the majority of the employees in the workplace, the RACV shall pay to those employees the wages due to them in accordance with the provisions of subclause 7.1.2 hereof, provided that:

7.1.4(a) Should an employee to whom this subclause applies have less than twelve months' employment with the RACV, the RACV may, notwithstanding anything to the contrary contained in this subclause and in lieu of the wages specified in subclause 7.1.2 hereof, pay that employee pro-rata wages calculated on the basis of one-twelfth of their pay specified in subclause 7.1.2 hereof, for the period of employment which includes the period of the close down.

7.1.4(b) An employee to whom paragraph 7.1.4(a) hereof applies and who has been paid pro rata wages in accordance with that paragraph, shall for the purposes of subclause 7.1.2 hereof be deemed to have commenced the ensuing period of employment for the purposes of his/her next subsequent period of annual leave at the date he/she commenced their annual leave for which he/she was paid pro rata wages.

7.1.4(c) In the event of an employee to whom paragraphs 7.1.4(a) and (b) hereof apply, having their employment terminated after having been paid pro rata for the annual leave which he/she has been granted, she/he shall, for the whole period of their employment, be paid in accordance with subclause 7.1.3 hereof, less any money paid to him/her in accordance with paragraph 7.1.4(a).

7.1.5 General Provisions

The stipulation of this subclause 7.1.5 shall apply generally under this clause:

7.1.5(b) Where the RACV is a successor or assignee or transmittee of a business, and an employee was in the employment of the RACV's predecessor at the time when he/she became such successor or assignee or transmittee, the employee in respect of the period during which he/she was in the service of the predecessor shall for the purposes of this clause be deemed to have been in the service of the RACV.

7.1.5(c) For the purposes of this clause the employment under this Agreement shall be deemed to have continued and to continue unbroken and constant, notwithstanding any interruption or determination of the employment by the RACV, if such interruption or determination has been or be made merely with

the intention of avoiding obligation imposed by the provisions of this clause.

7.1.5(d) The leave herein provided is in addition to the holidays provided for by clause 7.6 of this Agreement.

7.1.5(e) "Year" shall include the period of leave.

In addition to the leave herein before prescribed, seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave including non-working days.

Where an employee with one year's continuous employment is engaged for part of the yearly period as a seven-day shift worker, he or she shall be entitled to have the period of annual leave herein before prescribed increased by half a day for each month he or she is continuously engaged as aforesaid.

In the case of an employee who is engaged for part of any year of employment as a seven day shift worker, and whose employment is terminated, he or she shall be paid in addition to any other amounts due to him or her an additional amount equal to one forty-eighth of his or her ordinary pay in respect of his or her period of employment as seven-day shift worker.

7.2 PERSONAL/CARER'S LEAVE

7.2.1 Amount of Paid Personal/Carer's Leave

An employee, other than a casual employee, is entitled to the following amount of paid personal/carers leave:

(i) 76 hours of sick leave and 38 hours of bereavement leave on each occasion in the first two years of service;

(ii) 91.2 hours of sick leave and 38 hours of bereavement leave on each occasion in the third year and subsequent years of service.

7.2.2 Immediate Family or Household

The entitlement to use bereavement leave and carer's leave in accordance with this clause is subject to:

7.2.2(i) the person being either:

(a) a member of the employee's immediate family, or

(b) a member of the employee's household.

7.2.2(ii) The term "immediate family" includes;

(a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, who lives with the first mentioned person as the husband, wife or partner of that person on a bona fide domestic basis although not legally married to that person; and

(b) a child (including an adopted child, a stepchild or an ex-nuptial child), parent, parent-in-law, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.2.3 Personal Sick Leave

7.2.3(f) An employee, other than a casual employee, who has had at least three months' continuous service with the RACV is entitled to the following amount of paid leave for absence due to personal illness or injury:

(a) up to 76 hours in each of the first two years of service

(b) up to 91.2 hours in the third and subsequent year of service.

7.2.3(ii) Leave taken by an employee under sub-clause 7.2.3 shall be deducted from the amount of personal/carer's leave available under sub-clause 7.2.1.

7.2.3(iii) An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

(a) the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or

(b) the current year's aggregated personal/carer's leave entitlement.

7.2.3(iv) Sick leave entitlements which are untaken at the completion of this year shall accumulate on the following scale:

(a) balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave or carer's leave taken by the employee during the year:

(i) 76 hours in the first two years of service;

(ii) 91.2 hours in the third and subsequent years of service.

7.2.3(v)(a) An employee who is absent from duty as a result of personal ill health or accident shall, where practicable, notify the RACV of such absence and, if possible, the expected duration of the absence, within one hour of the employee's normal time of commencing work.

7.2.3(v)(b) Provided that an employee to be eligible for payment shall produce or forward within 24 hours of the commencement of the absence evidence satisfactory to the RACV that the absence was due to personal ill health or accident necessitating such absence. In the case of a single day absence, a statutory declaration shall be accepted by the RACV as satisfactory evidence of illness or accident.

Provided further than the RACV may, at its discretion, withhold payment where, in respect of single day absences only, an employee has failed to notify the RACV of the absence in accordance with sub-clause (a) hereof.

7.2.3(v)(c) If the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken shall, provided an employee remains in the service of the RACV or any successor, be cumulative from year to year.

7.2.4 Bereavement Leave

7.2.4(i) An employee, other than a casual employee, is entitled to up to five ordinary days' paid leave on each occasion if a member of the employee's immediate family or household in Australia dies. If the death of an immediate family member occurs outside Australia, and the employee attends the funeral, leave of up to an additional five days may be granted by the RACV.

7.2.4(ii) Each day or part of a day used under sub-clause 7.2.4(f) is deducted from the amount of personal/carer's leave under sub-clause 7.2.1.

7.2.4(iii) An employee is entitled to use accumulated sick leave as paid bereavement leave, compassionate leave up to and including the day of the funeral of up to two ordinary days on each occasion when a member of the employee's immediate family or household in Australia dies and the employee has already used the current year's personal/carer's leave entitlement under sub-clause 7.2.1.

7.2.4(iv) An employee is entitled to use unpaid leave up to and including the day of the funeral of up to two days on each occasion when a member of the employee's immediate family or household in Australia dies if the employee has already used the current personal/carer's leave entitlement under sub-clause 7.2.1 and no accumulated sick leave is available.

7.2.4(v) Proof of death must be provided to the satisfaction of the RACV if requested.

7.2.5 Carer's Leave

7.2.5(i) An employee, other than a casual employee, with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to 38 hours per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

7.2.5(ii) The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

7.2.5(iii) The employee must, if required by the RACV, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

7.2.5(iv) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

7.2.5(v) The employee must, where practicable, give the RACV notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave, and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence.

7.2.5(vi) Each day or part of a day of carer's leave taken in accordance with sub clause 7.2.5(f) is to be deducted from the amount of personal/carer's leave provided in sub-clause 7.2.1, up to a maximum of five days per annum.

7.2.5(vii) An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken five days' carer's leave in the current year.

7.2.6 Unpaid Carer's Leave

An employee may elect, with the consent of the RACV, to take unpaid leave for the purpose of providing care to a family member who is ill.

7.2.7 Annual Leave

Notwithstanding provision elsewhere in this Agreement, the RACV and the majority of employees in the RACV may agree to establish a system of single annual leave absences, provided that:

7.2.7(f) An employee may elect, with the consent of the RACV, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

7.2.7(ii) Access to annual leave, as prescribed in sub-clause 7.2.7(1) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

7.2.7(iii) An employee and the RACV may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

7.2.8 Time Off In Lieu of Payment For Overtime

Notwithstanding provisions elsewhere in this Agreement, the RACV and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

7.2.8(f) An employee may elect, with the consent of the RACV, to take time off in lieu of payment for overtime at a time or times agreed with the RACV.

7.2.8(ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

7.2.8(iii) The RACV shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in sub-clause 6.3 of this Agreement, for any overtime worked under sub-clause 7.2.8(i) where such time has not been taken within four weeks of accrual.

7.2.9 Make Up Time

Notwithstanding provisions elsewhere in this Agreement, the RACV and the majority of employees in the RACV may agree to establish a system of time off in lieu of overtime, provided that:

7.2.9(f) An employee may elect, with the consent of the RACV, to work "make up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

7.2.9(ii) An employee on shift work may elect, with the consent of the RACV, to work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time at the shift work rate which would have been applicable to the hours taken off

7.2.10 Rostered Days Off

Notwithstanding provisions else elsewhere in this Agreement, the RACV and the majority of employees in the RACV may agree to establish a system of rostered days off to provide that:

(a) An employee may elect, with the consent of the RACV, to take a rostered day off at anytime.

(b) An employee may elect, with the consent of the RACV, to take rostered days off in part day amounts.

(c) An employee may elect, with the consent of the RACV, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon by the employee at time mutually agreed by the RACV, or subject to reasonable notice, by the employee or the RACV.

7.2.11 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with sub-clause 32 - Dispute Settling provisions of this Agreement.

7.3. JURY SERVICE

7.3.1 An employee on weekly or part time hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the RACV an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

7.3.2 An employee shall notify the RACV as soon as possible of the date upon which he/she is required to attend for jury service. Further the employee shall give the RACV proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

7.4 PARENTAL LEAVE

Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

7.4.1 Maternity Leave

Nature of leave

7.4.1(a) Maternity leave is unpaid leave.

Definitions

7.4.1(b) For the purposes of subclause 7.4.1:

7.4.1(b)(1) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

7.4.1(b)(ii) "Paternity leave" means leave of the type provided for in subclause 7.5.2 whether prescribed in an award or otherwise.

7.4.1(b)(iii) "Child" means a child of the employee under the age of one year.

7.4.1(b)(iv) "Spouse" includes a de facto or a former spouse.

7.4.1(b)(v) "Continuous service" means service under an unbroken contract of employment and includes:

7.4.1(b)(v)(a) any period of leave taken in accordance with this clause,

7.4.1(b)(v)(b) any period of part-time employment worked in accordance with this clause, or

7.4.1(b)(v)(c) any period of leave or absence authorized by the RACV or by the award.

7.4.1(c) Eligibility for maternity leave

An employee who becomes pregnant, upon production to her RACV of the certificate required by paragraph 7.4.1(d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any

period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs 7.4.1(f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with the RACV immediately preceding the date upon which she proceeds upon such leave.

7.4.1(d) Certification

At the time specified in paragraph 7.4.1 (e) the employee must produce to the RACV:

7.4.1(d)(1) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

7.4A.1(d)(ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

7.4.1(e) Notice requirements

7.4.1(e)(i) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the RACV the certificate referred to in sub-paragraph 7.4.1(d)(1)

7.4.1(e)(ii) An employee shall give not less than four weeks notice in writing to the RACV of the date upon which she proposes to commence maternity leave stating the period of leave to be taken and shall, at the same time, produce to the RACV the statutory declaration referred to in sub-paragraph 7.4.1 (d)(ii).

7.4.1(e)(iii) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph 7.4.1(e)(ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

7.4.1(f) Transfer to a Safe Job

Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazard connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the RACV deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the RACV may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 7.4.1(j), (k), (l) and (m) hereof.

7.4.1(g) Variation of Period of Maternity Leave

7.4.1(g)(i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph 7.4.1(c) hereof:

7.4.1(g)(i)(a) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

7.4.1(g)(i)(b) the period may be further lengthened by agreement between the RACV and the employee.

7.4.1(g)(ii) The period of maternity leave may, with the consent of the RACV, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

7.4.1(h) Cancellation of Maternity Leave

7.4.1(h)(i) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

7.4.1(h)(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the RACV which shall not exceed four weeks from the date of notice in writing by the employee to the RACV that she desires to resume work.

7.4.1(i) Special Maternity Leave and Sick Leave

7.4.1(i)(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

7.4.1(i)(i)(a) she shall be entitled to such, period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

7.4.1(i)(i)(b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.

7.4.1(i)(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph 7.5.1(c) hereof.

7.4.1(i)(iii) For the purposes of paragraphs 7.5.1(j), (k) and (l) hereof, maternity leave shall include special maternity leave.

7.4.1(i)(iv) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 7.4.1(f) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

7.4.1(j) Maternity Leave and other Leave Entitlements

7.4.1(j)(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 7.4.1(c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

7.4.1(j)(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

7.4.1(k) Effect of maternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

7.4.1(i) Termination of employment

7.4.1(i)(i) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

7.4.1(i)(ii) The RACV shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the RACV in relation to termination of employment are not hereby affected.

7.4.1(m) Return to work after maternity leave

7.4.1(m)(i) An employee shall confirm her intention of returning to work by notice in writing to the RACV given not less than four weeks prior to the expiration of her period of maternity leave.

7.4.1(m)(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph 7.4.1(m)(i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 7.5.1(f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

7.4.1(n) Replacement Employees

7.4.1(n)(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

7.4.1(n)(ii) Before the RACV engages a replacement employee the RACV shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.4.1(n)(iii) Before the RACV engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the RACV shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

7.4.1(n)(iv) Nothing in this subclause shall be construed as requiring the RACV to engage a replacement employee.

7.4.2 Paternity Leave

Nature of leave

7.4.2(a) Paternity leave is unpaid leave.

Definitions

7.4.2(b) For the purposes of this subclause:

7.4.2(b)(i) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

7.4.2(b)(ii) "Maternity leave" means leave of the type provided for in subclause 7.4.1 (and includes special maternity leave) whether prescribed in an award or otherwise.

7.4.2(b)(iii) "Child" means a child of the employee or the employee's spouse under the age of one year.

7.4.2(b)(iv) "Spouse" includes a de facto or a former spouse.

7.4.2(b)(v) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

7.4.2(b)(vi) "Continuous service" means service under an unbroken contract of employment and includes:

7.4.2(b)(vi)(a) any period of leave taken in accordance with this clause,

7.4.2(b)(vi)(b) any period of part-time employment worked in accordance with this clause, or

7.4.2(b)(vi)(c) any period of leave or absence authorised by the RACV or by the award.

7.4.2(c) Eligibility of paternity leave

7.4.2(c)(i) A male employee, upon production to the RACV of the certificate required by paragraph 7.4.2(d), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

7.4.2(c)(i)(a) an unbroken period of up to one week at the time of confinement of his spouse;

7.4.2(c)(i)(b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

7.4.2(c)(ii) The employee must have had at least 12 months continuous service with the RACV immediately preceding the date upon which he proceeds upon either period of leave.

7.4.2(d) Certification

At the time specified in paragraph 7.4.2(e) the employee must produce to the RACV:

7.4.2(d)(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

7.4.2(d)(ii) in relation to any period to be taken under sub-sub-paragraph 7.4.2(c)(i)(b) hereof, a statutory declaration stating:

7.4.2(d)(ii)(a) he will take that period of paternity leave to become the primary care-giver of a child;

7.4.2(d)(ii)(b) particulars of any period of maternity leave sought or taken by his spouse; and

7.4.2(d)(ii)(c) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

7.4.2(e) Notice requirements

7.4.2(e)(i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the RACV notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph 7.4.2(d) hereof.

7.4.2(e) (ii) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in sub-paragraph 7.4.2(e) (i) hereof if such failure is due to:

7.4.2(e)(ii)(a) the birth occurring earlier than the expected date; or

7.4.2(e)(ii)(b) the death of the mother of the child; or

7.4.2(e)(ii)(c) other compelling circumstances.

7.4.2(e)(iii) The employee shall immediately notify the RACV of any change in the information provided pursuant to paragraph 7.4.2(d) hereof.

7.4.2(f) Variation of period of paternity leave

7.4.2(f)(i) Provided the maximum period of paternity leave does not exceed period to which the employee is entitled under paragraph 7.4.2(c) hereof:

7.4.2(f)(i)(a) the period of paternity leave provided by sub-sub-paragraph 7.4.2(c)(i)(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

7.4.2(f)(i) (b) the period may be further lengthened by agreement between the RACV and the employee.

7.4.2(f)(ii) The period of paternity leave taken under sub sub-paragraph 7.4.2(c)(i)(b) hereof may, with the consent of the RACV, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

7.4.2(g) Cancellation of paternity leave

Paternity leave, applied for under sub-sub-paragraph 7.4.2(c)(i)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

7.4.2(h) Paternity leave and other leave entitlements

7.4.2(h)(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 7.4.2(c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

7.4.2(h)(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long

service leave) shall not be available to an employee during his absence on paternity leave.

7.4.2(i) Effect of paternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

7.4.2(j) Termination of employment

7.4.2(j)(i) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.

7.4.2(j)(ii) The RACV shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of the RACV in relation to termination of employment are not hereby affected.

7.4.2(k) Return to work after paternity leave

7.4.2(k)(i) An employee shall confirm his intention of returning to work by notice in writing to the RACV given not less than four weeks prior to the expiration of the period of paternity leave provided by sub-sub-paragraph 7.4.2(c)(i)(b) hereof.

7.4.2(k)(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by sub-paragraph 7.4.2(k)(i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

7.4.2(l) Replacement employees

7.4.2(l)(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

7.4.2(l)(ii) Before the RACV engages a replacement employee the RACV shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.4.2(l)(iii) Before an RACV engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the RACV shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

7.4.2(l)(iv) Nothing in this subclause shall be construed as requiring the RACV to engage a replacement employee.

7.4.3 Adoption Leave

Nature of leave

7.4.3(a) Adoption leave is unpaid leave.

7.4.3(b) Definitions

For the purposes of this paragraph:

7.4.3(b)(i) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

7.4.3(b)(ii) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

7.4.3(b)(iii) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

7.4.3(b)(iv) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

7.4.3(b)(v) "Spouse" includes de facto spouse.

7.4.3(b)(vi) "Continuous service" means service under an unbroken contract of employment and includes:

7.4.3(b)(vi)(a) any period of leave taken in accordance with this clause,

7.4.3(b)(vi)(b) any period of part-time employment worked in accordance with this clause, or

7.4.3(b)(vi)(c) any period of leave or absence authorised by the RACV or by the award.

7.4.3(c) Eligibility

7.4.3(c)(i) An employee, upon production to the RACV of the documentation required by paragraph 7.4.3(d) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

7.4.3(c)(i)(a) an unbroken period of up to three weeks at the time of the placement of the child;

7.4.3(c)(i)(b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

7.4.3(c)(i)(b)(i) any period of leave taken pursuant to sub-sub-paragraph 7.4.3(c)(i)(a) hereof, and

7.4.3(c)(i)(b)(ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

7.4.3(c)(ii) The employee must have had at least 12 months continuous service with the RACV immediately preceding the date upon which he or she proceeds upon such leave in either case.

7.4.3(d) Certification

7.4.3(d)(i) Before taking adoption leave the employee must produce to the RACV:

7.4.3(d)(i)(a) A statement from an adoption agency or other appropriate body of the presumed date of

placement of the child with the employee for adoption purposes; or

7.4.3(d)(i)(b) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

7.4.3(d)(ii) In relation to any period to be taken under sub-sub-paragraph 7.4.3(c)(i)(b) hereof, a statutory declaration stating:

7.4.3(d)(ii)(a) the employee is seeking adoption leave to become the primary care-giver of the child;

7.4.3(d)(ii)(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

7.4.3(d)(ii)(c) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

7.4.3(e) Notice requirements

7.4.3(e)(i) Upon receiving notice of approval for adoption purposes, an employee shall notify the RACV of such approval and within two months of such approval shall further notify the RACV of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

7.4.3(e)(ii) An employee who commences employment with the RACV after the date of approval for adoption purposes shall notify the RACV thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with the RACV immediately preceding the date upon which he or she proceeds upon such leave.

7.4.3(e)(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the RACV of such date, and of the date of the commencement of any period of leave to be taken under sub-sub-paragraph 7.4.3(c)(i)(a) hereof.

7.4.3(e)(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under sub-sub-paragraph 7.4.3(c)(i)(b) hereof give notice in writing to the RACV of the date of commencing leave and the period of leave to be taken.

7.4.3(e)(v) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with sub-paragraphs 7.4.3(e)(iii) and 7.4.3(e)(iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

7.4.3(f) Variation of period of adoption leave

7.4.3(f)(i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph 7.4.3(c) hereof:

7.4.3(f)(i)(a) the period of leave taken under sub-sub-paragraph 7.4.3(c)(i)(b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

7.4.3(f)(i)(b) the period may be further lengthened by agreement between the RACV and employee.

7.4.3(f)(ii) the period of adoption leave taken under sub-sub-paragraph 7.4.3(c)(i)(b) hereof may, with the consent of the RACV, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

7.4.3(g) Cancellation of adoption leave

7.4.3(g)(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.

7.4.3(g)(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the RACV forthwith and the RACV shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

7.4.3(h) Special leave

The RACV shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the RACV may require the employee to take such leave in lieu of special leave.

7.4.3(i) Adoption leave and other entitlements

7.4.3(i)(i) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 7.4.3(c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

7.4.3(i)(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

7.4.3(j) Effect of adoption leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

7.4.3(k) Termination of employment

7.4.3(k)(i) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.

7.4.3(k)(ii) The RACV shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the RACV in relation to termination of employment are not hereby affected.

7.4.3(l) Return to work after adoption leave

7.4.3(l)(i)(a) An employee shall confirm the intention of returning to work by notice in writing to the RACV given not less than four weeks prior to the expiration of the period of adoption leave provided by sub-sub-paragraph 7.4.3(c)(i)(b) hereof.

7.4.3(l)(i) (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-

time under this clause the position held immediately before commencing such part-time work.

7.4.3(l)(ii) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

7.4.3(m) Replacement employees

7.4.3(m)(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

7.4.3(m)(ii) Before the RACV engages a replacement employee the RACV shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.4.3(m)(iii) Before the RACV engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the RACV shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

7.4.3(m)(iv) Nothing in this subclause shall be construed as requiring the RACV to engage a replacement employee.

7.4.4 Part-time Work

7.4.4(a) Definitions

For the purposes of this subclause:

7.4.4(a)(i) "Male employee" means an employed male who is caring for a child born of his spouse or child placed with the employee for adoption purposes.

7.4.4(a)(ii) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

7.4.4(a)(iii) "Spouse" includes a de facto spouse.

7.4.4(a)(iv) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

7.4.4(a)(v) "Continuous service" means service under an unbroken contract of employment and includes:

7.4.4(a)(v)(a) any period of leave taken in accordance with this clause;

7.4.4(a)(v)(b) any period of part-time employment worked in accordance with this clause; or

7.4.4(a)(v)(c) any period of leave or absence authorised by the RACV or by the award.

7.4.4(b) Entitlement

With the agreement of the RACV;

7.4.4(b)(i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

7.4.4(b)(ii) A female employee may work, part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

7.4.4(b)(iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

7.4.4(b)(iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

7.4.4(c) Return to former position

7.4.4(c)(i) An employee who has had at least 12 months continuous service with the RACV immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

7.4.4(c)(ii) Nothing in sub-paragraph 7.4.4(c)(i) hereof shall prevent the RACV from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

7.4.4(d) Effect of part-time employment on continuous service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

7.4.4(e) Pro rata entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph 7.4.4(h) hereof, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

7.4.4(f) Transitional arrangements - annual leave

7.4.4(f)(i) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.

7.4.4(f)(ii)(a) a full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

7.4.4(f)(ii)(b) provided that, by agreement between the RACV and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

7.4.4(g) Transitional arrangements - sick leave

An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

7.4.4(h) Part-time work agreement

7.4.4(h)(i) Before commencing a period of part-time employment under this subclause the employee and the RACV shall agree:

7.4.4(h)(i)(a) that the employee may work part-time;

7.4.4(h)(i)(b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

7.4.4(h)(i)(c) upon the classification applying to the work to be performed; and

7.4.4(h)(i)(d) upon the period of part time employment

7.4.4(h)(ii) The terms of this agreement may be varied by consent

7.4.4(h)(iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the RACV. A copy of the agreement and any variation to it shall be provided to the employee by the RACV.

7.4.4(h)(iv) The terms of this agreement shall apply to the part-time employment.

7.4.4(i) Termination of employment

7.4.4(i)(i) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the RACV because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

7.4.4(i)(ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

7.4.4(j) Extension of Hours of Work

The RACV may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph 7.4.4(e).

7.4.4(k) Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

7.4.4(l) Inconsistent award provisions

An employee may work part-time under this clause notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

7.4.4(l)(i) limiting the number of employees who may work part-time;

7.4.4(l)(ii) establishing quotas as to the ratio of part-time to full-time employees;

7.4.4(l)(iii) prescribing a minimum or maximum number of hours a part-time employee may work; or

7.4.4(l)(iv) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

7.4.4(m) Replacement employees

7.4.4(m)(i) A replacement employee is an employee specifically engaged as a result of an employment working part-time under this subclause.

7.4.4(m)(ii) A replacement employee may be employed part-time. Subject to this paragraph 7.4.4(m), paragraphs 7.4.4(e), 7.4.4(f), 7.4.4(g), 7.4.4(h), 7.4.4(i) and 7.4.4(1) of this subclause apply to the part-time employment of replacement employee.

7.4.4(m)(iii) Before the RACV engages a replacement employee under this paragraph, the RACV shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.4.4(m)(iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of sub-paragraph 7.4.4(a)(v) hereof.

7.4.4(m)(v) Nothing in this subclause shall be construed as requiring the RACV to engage replacement employee.

7.5. PUBLIC HOLIDAY ENTITLEMENT

7.5.1 Except as otherwise provided in paragraph 4.1.5(f) of this Agreement, the provisions of this clause shall apply only to weekly and part time employees.

7.5.2 An employee shall be entitled to holidays on the following days:

7.5.2(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

7.5.2 (b) the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and

7.5.2(c) an additional day on the following basis:

7.5.2(c)(v) in Victoria the day on which Melbourne Cup Day is observed, and

7.5.2(d)(i) Where in a State or Territory or locality within a State or Territory another day is provided by legislation or is proclaimed or gazetted by authority of the Commonwealth Government or a State or Territory Government in substitution for a holiday mentioned in his subclause and such other day is to be observed generally as a holiday by persons throughout that State or Territory or a locality thereof, other than by those covered by Federal awards, then such day shall be deemed to be a holiday for the purpose

of this Agreement, and employees covered by this Agreement who are employed in the State or Territory or locality in respect of which the holiday has been provided, proclaimed or gazetted shall be entitled to such holiday.

Provided that in the event of a substitute day being provided by legislation or proclaimed or gazetted as aforesaid, the day on which the holiday would have in fact fallen shall not be deemed to be a holiday for any purpose of this Agreement.

7.5.2(d)(iv) Where a holiday may fall on a non-working day and the State may with regard to its own employees prescribe in the following week a certain working day as an additional day such working day shall be a holiday within the meaning of this clause.

7.5.2(d)(v) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

7.5.2(d)(vi) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

7.5.2(d)(vii) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

7.5.2(e) Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in paragraphs 7.5.2(a), (b), (c) and (d) above, those days shall constitute additional holidays for the purpose of this Agreement.

7.5.2(f) The RACV may substitute another day for any prescribed in this clause.

7.5.2(f)(i) The RACV and his or her employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

7.5.2(f)(ii) An agreement pursuant to sub-paragraph 7.5.2(f)(i) shall be recorded in writing and be available to every affected employee.

7.5.3 Absence from Employment

7.5.3(a) Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the RACV, the employee shall not be entitled to payment for such holiday.

7.5.4 Payment for Holidays

The wage payable under this clause to a weekly employee when that employee is absent from work on a public holiday which occurs on ordinary working day shall be the ordinary wage the employee would have received on that day had that day not been a public holiday.

7.5.5 Work on a Holiday

7.5.5(a) An employee who has been notified that he/she will be required to work on a public holiday and reports for work and is ready, willing and able to perform the work for which he/she has been notified shall be provided with at least four hours work or at least four hours pay at the rate prescribed by this subclause 7.5.6

7.5.5(b) A weekly worker shall be paid at the rate of double time and a half for all work done on a public

holiday.

7.5.6 When Holiday to be Taken

The holidays specified in clause 7.5 shall, so far as:

7.5.6(a) a day work employee is concerned - be taken on the day on which the holiday is observed;

7.5.6(b) a morning shift employee or an afternoon shift employee is concerned - be taken on the day on which the holiday is observed;

7.5.6(c) a night shift employee is concerned - be taken on the night of the day on which the holiday is observed, except where the RACV and the majority of employees working night shift in the establishment shall agree that the holiday shall be taken on the eve of the day on which the holiday is observed. Provided always that the holiday for a night shift worker shall be one night off work with pay comprising the consecutive hours for the work for that night.