

# RWWA GENERAL STAFF AGREEMENT 2024

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<b>1. TITLE OF THE AGREEMENT .....</b>	<b>5</b>
<b>2. PARTIES .....</b>	<b>5</b>
<b>3. DEFINITIONS .....</b>	<b>5</b>
<b>4. OPERATION OF AGREEMENT.....</b>	<b>6</b>
<b>5. EMPLOYEE DUTIES AND PERSONAL RESPONSIBILITIES.....</b>	<b>6</b>
DUTIES AND RESPONSIBILITIES .....	6
<b>6. SPECIAL CONDITIONS .....</b>	<b>7</b>
<b>7. ORDINARY HOURS .....</b>	<b>7</b>
ORDINARY HOURS OF WORK .....	7
SPAN OF HOURS .....	7
<b>8. TYPES OF EMPLOYMENT.....</b>	<b>8</b>
FULL-TIME EMPLOYMENT .....	8
PART-TIME EMPLOYMENT.....	8
CASUAL EMPLOYEEES .....	9
<b>9. SHIFT AND PENALTY PAYMENTS .....</b>	<b>9</b>
PENALTY RATES FOR CASUAL EMPLOYEES.....	10
HOURS OF DUTY AND ROSTERS .....	11
<b>10. OVERTIME .....</b>	<b>11</b>
REASONABLE HOURS OF OVERTIME .....	12
TRAVEL.....	14
AGREED OUT OF HOURS CONTACT .....	14
EMERGENCY OUT OF HOURS CONTACT.....	16
RIGHT TO DISCONNECT .....	16
<b>11. ANNUAL LEAVE.....</b>	<b>16</b>
LEAVE LOADING .....	17
CASHING OUT OF ANNUAL LEAVE ENTITLEMENT .....	17
PURCHASE OF ADDITIONAL LEAVE.....	17
<b>12. PERSONAL LEAVE/CARER'S LEAVE .....</b>	<b>18</b>
ENTITLEMENT .....	18
EVIDENCE.....	18
<b>13. COMPASSIONATE LEAVE .....</b>	<b>19</b>
<b>14. LONG SERVICE LEAVE .....</b>	<b>20</b>
CASHING OUT OF ACCRUED LONG SERVICE LEAVE ENTITLEMENT.....	21
<b>15. PARENTAL LEAVE.....</b>	<b>21</b>
SUPERANNUATION FOR UNPAID PARENTAL LEAVE FOR PRIMARY CAREGIVER	21
PARTNER LEAVE.....	22

LEAVE FLEXIBILITY .....	22
<b>16. FAMILY AND DOMESTIC VIOLENCE LEAVE.....</b>	<b>22</b>
<b>17. OTHER LEAVE .....</b>	<b>24</b>
WITNESS DUTY.....	24
JURY DUTY .....	24
CULTURAL OR CEREMONIAL LEAVE .....	25
EMERGENCY SERVICE LEAVE .....	25
BLOOD/PLASMA DONORS LEAVE .....	26
DEFENCE FORCE RESERVES LEAVE .....	26
WELLNESS DAY .....	27
<b>18. PANDEMIC LEAVE.....</b>	<b>28</b>
<b>19. PUBLIC HOLIDAYS .....</b>	<b>28</b>
<b>20. SUPERANNUATION.....</b>	<b>29</b>
<b>21. PROTECTIVE CLOTHING .....</b>	<b>29</b>
<b>22. TRAVELLING ALLOWANCE .....</b>	<b>29</b>
MEAL REIMBURSEMENTS WHEN REQUIRED TO TRAVEL.....	29
DAILY TRAVEL ALLOWANCE FOR INCIDENTAL EXPENSES .....	29
USE OF PERSONAL VEHICLE .....	30
<b>23. STAND DOWN .....</b>	<b>31</b>
<b>24. SECONDMENT .....</b>	<b>31</b>
<b>25. PROBATION .....</b>	<b>31</b>
<b>26. DISCIPLINARY PROCESS.....</b>	<b>32</b>
<b>27. TERMINATION.....</b>	<b>32</b>
CASUAL EMPLOYMENT.....	32
PERMANENT EMPLOYMENT- NOTICE OF TERMINATION BY THE EMPLOYER ...	32
PERMANENT EMPLOYMENT - TERMINATION BY EMPLOYEE .....	33
TERMINATION BY THE EMPLOYER: EMPLOYEE’S DEFAULT .....	33
PAYMENT IN LIEU OF NOTICE.....	34
DUTIES DURING NOTICE PERIOD.....	34
<b>28. REDUNDANCY AND RETRENCHMENT.....</b>	<b>34</b>
REDUNDANCY SEVERANCE PAYMENT – TAB SALE (SPECIAL PROVISIONS) .....	34
REDUNDANCY SEVERANCE PAYMENT.....	35
SUBSTITUTED REDUNDANCY (VOLUNTARY REDUNDANCY) .....	35
ASSOCIATED REDUNDANCY ENTITLEMENTS.....	35
EXEMPTIONS.....	36
PRESERVATION OF SEVERANCE PAYMENT ENTITLEMENTS.....	36

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<b>29. RESOURCES TO PERFORM DUTIES .....</b>	<b>37</b>
<b>30. NO EXTRA CLAIMS.....</b>	<b>37</b>
<b>31. ONGOING CONSULTATION .....</b>	<b>37</b>
Major change.....	37
CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK .....	39
<b>32. EXPENSES .....</b>	<b>39</b>
<b>33. OVERPAYMENTS AND UNDERPAYMENTS .....</b>	<b>40</b>
OVERPAYMENTS .....	40
UNDERPAYMENTS .....	40
<b>34. SALARIES.....</b>	<b>41</b>
RATES OF PAY AND INCREASES .....	41
SALARY MAINTENANCE .....	42
GRADE 6 AND ABOVE .....	42
SALARY PACKAGING .....	42
PAYMENT OF WAGES .....	42
<b>35. FLEXIBILITY ARRANGEMENTS.....</b>	<b>42</b>
FLEXIBILITY ARRANGEMENTS .....	42
COMMITMENT TO FLEXIBILITY .....	43
<b>36. DISPUTE RESOLUTION PROCEDURE .....</b>	<b>44</b>
STEP 1 .....	44
STEP 2 .....	44
STEP 3 .....	44
<b>37. UNION FACILITIES FOR UNION REPRESENTATIVES .....</b>	<b>45</b>
<b>38. LEAVE TO ATTEND UNION BUSINESS.....</b>	<b>46</b>
<b>39. TRADE UNION TRAINING LEAVE .....</b>	<b>47</b>
<b>40. JOINT CONSULTATIVE COMMITTEE.....</b>	<b>47</b>
<b>41. WORKLOAD MANAGEMENT.....</b>	<b>48</b>
<b>APPENDIX A – STEWARDS AND ASSOCIATED OFFICIATING ROLES ...</b>	<b>50</b>
APPLICATION .....	50
HOURS OF WORK.....	50
ANNUAL LEAVE .....	50
<b>APPENDIX B – CALL CENTRE AND MANAGED AGENCY ROLES.....</b>	<b>52</b>
APPLICATION .....	52
SPAN OF HOURS .....	52
MINIMUM SHIFT.....	52
SALARIES .....	53

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CASUAL EMPLOYEES .....	54
<b>APPENDIX C – TAB RADIO &amp; CONTENT CREATION.....</b>	<b>60</b>
APPLICATION .....	60
DEFINITIONS .....	60
HOURS OF WORK.....	61
ROSTERING ARRANGEMENTS.....	61
TERMS OF EMPLOYMENT .....	62
RATES OF PAY & CLASSIFICATIONS.....	62
PRESERVED REDUNDANCY ENTITLEMENTS .....	63

## 1. TITLE OF THE AGREEMENT

This Agreement shall be known as the *RWWA General Staff Agreement 2024*.

## 2. PARTIES

This Agreement shall apply to RWWA and its successors; the CPSU; the MEAA; and all Employees of the Employer engaged in the grades or classifications listed in Clause 34 – Salaries /or the appendices of this Agreement. For the avoidance of doubt, this Agreement does not apply to those engaged by RWWA in the capacity of Executive, Apprentice Jockey, or Race Caller.

## 3. DEFINITIONS

AGREEMENT means this Agreement, the *RWWA General Staff Agreement 2024*.

CASUAL EMPLOYEE means an Employee who meets the definition of Casual Employee under the *Fair Work Act 2009*.

CPSU means the Community and Public Sector Union.

DE FACTO PARTNER means a relationship (other than a legal marriage) between two persons who live together on a genuine domestic basis and includes same sex partners.

EMPLOYEE means a person engaged by the Employer to perform work covered by the grades or classifications in this Agreement.

EMPLOYER means RWWA or its successor/s.

FIXED TERM EMPLOYEE means an Employee employed for a specific period of time or to perform a specific task.

FULL-TIME EMPLOYEE means a Permanent Employee engaged in regular and continuing employment of 38 hours per week.

FAMILY MEMBER and/or IMMEDIATE FAMILY means a partner or child, stepchild, parent, stepparent, guardian, sibling, stepsibling, grandparent, and/or grandchild of the Employee or their partner or a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

MEAA means the Media Entertainment and Arts Alliance.

MAXIMUM TERM EMPLOYEE means an Employee employed to complete a particular task for a particular period of time that will not be longer than a specified time, where the employment arrangement can be terminated prior to that time expiring.

ORDINARY HOURS OF WORK means the Employee's usual hours worked and set out in the applicable section or Appendix of this Agreement. The ordinary hours for Employees other than Shiftworkers or those covered by an Appendix are to be worked between Monday and Friday, between the hours of 7.00am to 6.30pm, unless varied by a clause of this Agreement.

ORDINARY RATE OF PAY means the rate of pay paid to an Employee in accordance with Clause 34 – Salaries or an Appendix of this Agreement, and excludes any allowances, penalties or other payments.

PART-TIME EMPLOYEE means a Permanent Employee engaged in regular and continuing employment of less than 38 hours per week, but excludes Casual Employees.

PARTNER means either Spouse or De Facto Partner.

PERMANENT EMPLOYEE means an Employee employed by the Employer in a Full-Time or Part-Time capacity indefinitely.

PRIMARY CAREGIVER means the person who has primary responsibility and care of the child.

PUBLIC HOLIDAY means a Public Holiday as defined in the National Employment Standards.

RWWA means Racing and Wagering Western Australia.

SHIFT WORKER means an Employee who is regularly and continuously rostered outside of the normal span of hours as defined in Clause 7.

SPOUSE means a person who is lawfully married to that person.

UNION means the CPSU and the MEAA.

#### **4. OPERATION OF AGREEMENT**

This Agreement shall start to operate on the seventh day after the date of approval of the Agreement by the Fair Work Commission. This Agreement will nominally expire on 1 September 2027.

Bargaining for a replacement Agreement will commence approximately six months prior to the expiry date of this Agreement. In the event a replacement Agreement is not effected as of the nominal expiry date of this Agreement, this Agreement will continue to operate until a replacement Agreement is registered with the Fair Work Commission.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

#### **5. EMPLOYEE DUTIES AND PERSONAL RESPONSIBILITIES** **DUTIES AND RESPONSIBILITIES**

(1) The Employee must:

(a) carry out such duties and functions as are set out in their position description;

- (b) comply with all lawful directions given by, or on behalf of, the Employer, and the policies, procedures and guidelines of the Employer as introduced or varied by the Employer from time to time during their employment;
- (c) accept and participate in such training and development which, in the Employer's discretion, is necessary to enable the Employee to carry out such new or amended duties as may from time to time be required by the Employer.
- (d) be conscientious in the performance of their duties and exercise courtesy, honesty and sensitivity when dealing with members of the public and fellow Employees;
- (e) deal with issues promptly and fairly and be efficient and effective in the performance of all duties;
- (f) adhere to the Employer's Code of Conduct and RACE Values.

## **6. SPECIAL CONDITIONS**

- (1) Special terms and conditions of employment apply to Employees listed in Appendix A – Stewards & Associated Officiating Roles, Appendix B – Call Centre & Managed Agency Roles, and Appendix C – TAB Radio & Content Creation of this Agreement.
- (2) The special terms and conditions in Appendices A to C will apply to Employees employed in the roles or classifications listed in Appendices A to C as per the relevant Appendix, to the exclusion of any inconsistent terms and conditions contained within this Agreement.

## **7. ORDINARY HOURS**

### **ORDINARY HOURS OF WORK**

- (1) The Ordinary Hours of work for all Employees shall be up to 38 hours per week unless otherwise specified in this Agreement.
- (2) The ordinary hours for Shift Workers may be averaged over a 4-week period.
- (3) The ordinary hours for non-shiftworkers may be averaged over a 4-week period if agreed to in writing between an Employee and the Employer.

### **SPAN OF HOURS**

- (4) The normal span of hours for non-shiftworkers will be 7.00am to 6.30pm Monday to Friday, unless provided otherwise in another section or Appendix of this Agreement for a specific Employee group, and except for Employees defined as Shift Workers.
- (5) The normal span of hours for a Shift Worker will be 7.00am to 12.00am (midnight) Monday to Sunday.



- (6) The Employee's start and finish times may be flexible within 30 minutes either side of the normal span of hours with the approval of the Employer. Nothing in this clause precludes an Employee from agreeing to flexible work arrangements in accordance with Clause 35 – Flexibility Arrangements of this Agreement.
- (7) The normal span of hours will include an unpaid meal break for a period of at least 30 minutes, but not greater than 1 hour for each meal. An Employee shall not be compelled to work more than 5 hours without a meal break unless otherwise agreed.

## **8. TYPES OF EMPLOYMENT**

- (1) Employees may be engaged on a Full-Time, Part-Time, Maximum Term or Casual basis by the Employer.

### **FULL-TIME EMPLOYMENT**

- (2) The ordinary hours of a Full-Time Employee are:
  - (a) In the case of Employees other than a Shift Worker: 38 hours per week; or
  - (b) In the case of a Shift Worker, 152 hours per 4-week period (an average of 38 hours per week).

### **PART-TIME EMPLOYMENT**

- (3) The ordinary hours of a Part-Time Employee must be confirmed in writing with the Employer and must specify:
  - (a) In the case of Employees other than a Shift Worker: the hours to be worked each week, including which days of the week the Employee will work; and the hours to be worked each day.
  - (b) In the case of a Shift Worker: the average hours to be worked each week (Shift Worker hours may be averaged across a 4-week period and may vary according to a roster of work).
- (4) An Employee may work additional hours in addition to their ordinary Part-Time working hours. Additional ordinary hours will be paid at an Employee's ordinary rate of pay. Additional hours outside of the ordinary hours of work, and/or in excess of 38 hours per week, will be paid in accordance with Clause 10 – Overtime.
- (5) The Employer shall give an Employee 1 months' notice in writing of any variation to the Employee's ordinary Part-Time working hours, provided that the Employer shall not vary the Employee's total weekly hours of work without the Employee's prior written consent.
- (6) A Part-Time Employee's ordinary hours of work may be temporarily varied, in which case:
  - (a) the variation will be recorded in writing;
  - (b) any extension of the ordinary Part-Time working hours on a day will be paid at the normal rate of pay (within the applicable span of hours); and

(c) additional days worked, up to a total of 5 days per week, will be paid at the normal rate of pay.

(7) A Part-Time Employee will be entitled to applicable leave entitlements on a pro-rata basis according to their ordinary hours of work.

## CASUAL EMPLOYEEES

(8) A Casual Employee, unless provided otherwise in another section or Appendix of this Agreement for a specific Employee group, shall be paid for each hour worked at the hourly rate for the appropriate grade or classification contained in Clause 34 – Salaries plus a loading of 25% as compensation for all paid leave other than long service leave; public holidays not worked; notice of termination; redundancy pay; and to compensate for the nature of casual work.

(9) Leave, penalties, and allowances provided under the provisions of this Agreement shall not apply to a Casual Employee unless specifically provided for in another section of this Agreement. However, where expenses are directly and necessarily incurred by a Casual Employee in the ordinary performance of their duties, they shall be entitled to reimbursement in accordance with the provisions of this Agreement.

(10) Nothing in this clause shall confer "permanent" or "maximum/fixed term contract" Employee status to a Casual Employee.

(11) The employment of a Casual Employee may be terminated at any time by either party by giving one day's notice or payment in lieu.

(12) Casual Employees are entitled to overtime payments in accordance with Clause 10– Overtime for hours worked above 38 hour per week.

(13) Before they are engaged, a Casual Employee shall be informed that their employment is casual and that they have no entitlement to paid leave, unless provided otherwise in another section or Appendix of this Agreement for a specific Employee group.

(14) The Employer can elect to offer a Casual Employee work, and a Casual Employee can elect to accept or reject the hours of work the Employer offers them.

(15) Casual Employees will be provided a copy of the Casual Employee information statement at the commencement of employment as required under the *Fair Work Act 2009* (Cth). It is recommended that all Casual Employees read this information statement for further information regarding the definition of casual employment and the right to request conversion to permanent employment.

(16) Conversion from a casual to permanent employment will be in accordance with the National Employment Standards.

## 9. SHIFT AND PENALTY PAYMENTS

- (1) In this clause the following terms shall have the following meaning:
- (a) **Afternoon shift** means an unbroken period of work finishing after 6.30pm and at or before 12.00am (midnight).
  - (b) **Morning shift** means a shift commencing prior to 7.00am.
  - (c) **Night shift** means an unbroken period of work finishing after 12.00am (midnight) and at or before 7.00am.
  - (d) **Non-rotating night shift** means a shift within a shift system in which night shifts are worked exclusively and do not rotate or alternate with another type of shift.
- (2) An Employee required to work a weekday morning shift, afternoon shift, or night shift will, in addition to the Ordinary Rate of Pay, be paid a loading of 15% per hour for all hours worked in that shift.
- (3) An Employee required to work a non-rotating night shift will, in addition to the Ordinary Rate of Pay, be paid a loading of 30% per hour for all hours worked in that shift.
- (4) A penalty loading shall apply to work performed during ordinary rostered hours on the following days and shall be paid for at the following rates:
- (a) Saturdays – 150%;
  - (b) Sundays – 200%;
  - (c) Public holidays – 250% (including Good Friday, but excluding Christmas Day);  
and
  - (d) Christmas Day – 300%.
- (5) By agreement between the Employer and the Employee, in lieu of the penalty rate provided in clause 10(4)(c), work performed during ordinary rostered hours on a public holiday shall be paid for at the rate of 150% and the Employee may in addition be allowed a day's leave with pay.
- (6) The loadings prescribed by this clause and the overtime rates prescribed in Clause 10 - Overtime are not cumulative. If an Employee is entitled to more than one loaded rate (e.g. overtime rate or shift loading), they will be paid the highest single loading or penalty applicable to the period of time worked.

#### **PENALTY RATES FOR CASUAL EMPLOYEES**

- (7) Casual Employees are entitled to shift penalties for all work performed during ordinary rostered hours on the following days, which shall be paid at the following rates unless provided otherwise in another section or Appendix of this Agreement for a specific Employee group:
- (a) Saturdays - 150%;
  - (b) Sundays - 200%;
  - (c) Public Holidays – 250% (including Good Friday, but excluding Christmas Day);  
and
  - (d) Christmas Day – 300%.

- (8) These rates are paid in addition to, but not compounded on, the casual loading provided.

#### HOURS OF DUTY AND ROSTERS

- (9) Unpaid meal breaks shall be for a period of at least 30 minutes, but not greater than 1 hour for each meal.
- (10) Employees may be rostered to work on any of the 7 days of the week provided that no Employee shall be rostered for more than 6 consecutive days. Where agreement is reached between the Employer and the Employees, Shift Workers may be exempted from this provision.
- (11) When a roster is altered, the Employee concerned shall be notified of the changed shift at least 24 hours before the changed shift commences. Provided that, where such notice is not given, the Employee shall be paid overtime in accordance with Clause 10 - Overtime of this Agreement for the duration of the changed shift. This provision shall not apply to an Employee who was absent from duty on the Employee's last rostered shift.
- (12) An Employee shall not be rostered for duty until at least 10 hours have elapsed from the time the Employee's previous rostered shift ended. Provided that, where agreement is reached between the Employee and the Employer, the 10-hour break may be reduced to accommodate special shift arrangements. Under no circumstances shall such an agreement provide for a break of less than 8 hours.
- (13) An Shift Worker shall not be retained permanently on one shift unless the Employee so elects in writing.
- (14) Employees shall be allowed to exchange shifts or days off with other Employees provided that the approval of the Employer has been obtained and that any excess hours worked shall not involve the payment of overtime.
- (15) The terms of this clause will not apply to arrangements made between the Employer and the Employees under Clause 7 – Ordinary Hours.

### 10. OVERTIME

- (1) No claim for payment of overtime or time off in lieu under the provisions of this clause shall be allowed in respect of any day on which the additional time worked amounts to 30 minutes or less.
- (2) In this clause the following terms shall have the following meaning:
- (a) **Prescribed hours of duty** means the Employee's normal working hours as prescribed in Clause 7 – Ordinary Hours and Clause 8 – Types of Employment
  - (b) **Day** means from midnight to midnight.

- (3) When, and as often as it is necessary to overcome arrears of work or to meet the pressures of the business, any Employee may be required by the Employer to perform overtime duty at times other than the ordinary hours of attendance applicable to that Employee.

#### REASONABLE HOURS OF OVERTIME

- (4) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours that are unreasonable, having regard to:
- (a) any risk to Employee health and safety;
  - (b) the Employee's personal circumstances, including any family responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice, if any, given by the Employer of the overtime and by the Employee of their intention to refuse it; and
  - (e) any other relevant matter.
- (5) All work performed by an Employee, whose hours of attendance are determined in accordance with Clause 7 – Ordinary Hours and Clause 8 – Types of Employment of this Agreement, at the direction of the Employer:
- (a) before or after the prescribed hours of duty on a weekday; and
  - (b) subject to the provisions of this clause, shall be paid for at the hourly rate prescribed by subclause (6).
- (6) Payment for overtime shall be calculated on an hourly basis in accordance with the following percentage of the Employee's ordinary salary:

- (a) Overtime rates:

Weekdays	For the first three hours on any one weekday	150%
	After the first three hours on any one weekday	200%
Saturday	First three hours on any Saturday prior to 12.00pm	150%
	After the first three hours or any time after 12.00pm	200%
Sundays	All hours worked	200%
Public Holidays	During prescribed hours of duty	150% in addition to the normal day's pay.
	During hours outside of prescribed hours of duty	250%

- (b) For the purposes of this clause, ordinary salary shall not include any personal allowances, service allowances, or special allowances, unless otherwise

approved by the Employer. A special allowance shall be included in ordinary salary when overtime is worked on duties for which these allowances are specifically paid.

- (7) Subject to prior agreement in writing, time off in lieu of payment of overtime may be granted by the Employer. Such time off in lieu is to be determined on an hourly basis by dividing the ordinary salary into the amount to which the Employee would otherwise have been entitled at the prescribed rate in accordance with the overtime rates provided in subclause (6) of this clause. By mutual agreement between the Employee and the Employer, the Employee may take time off in lieu of payment for some overtime hours worked, in combination with payment of the overtime penalties prescribed in this clause, provided that the time off in lieu and overtime payment equates to the full overtime entitlement owed for those hours.
- (8) Where an Employee, having received prior notice, is required to return to duty:
- (a) They shall be paid a minimum period as follows:
    - (i) On a Saturday, Sunday or public holiday (otherwise than during prescribed hours of duty), the Employee shall be entitled to payment at the rate in accordance with the overtime rates provided in subclause (6) for a minimum period of 3 hours.
    - (ii) Before or after the prescribed hours of duty on a weekday, the Employee shall be entitled to payment at the rate in accordance with subclause (6) for a minimum period of 1 hour 30 minutes.
  - (b) For the purposes of this subclause, where an Employee is required to return to duty more than once, each duty period shall stand alone in respect to the application of the minimum period payment, except where the second or subsequent return to duty is within any such minimum period.
  - (c) The provisions of this subclause (8) shall not apply in cases where it is customary for an Employee to return to the Employee's place of employment to perform a specific job outside the Employee's prescribed hours of duty or where the overtime is continuous (subject to a meal break) with the completion or commencement of prescribed hours of duty.
- (9) When an Employee is directed to work overtime at a place other than the Employee's usual place of work, time spent travelling that is excess to their ordinary travel time to their usual place of work shall be deemed to form part of the overtime worked.
- (10) Except as provided in subclause (11) of this clause, payment for overtime, or the granting of time off in lieu of overtime or travelling time, shall not be approved in the following cases:
- (a) Employees whose maximum salary or maximum salary and allowance in the nature of salary exceeds the gross annual equivalent to the salary paid from time to time in respect of Grade 5 as contained in Clause 34 - Salaries of this Agreement;
  - (b) Employees whose work is not subject to close supervision; or
  - (c) This clause does not preclude the Employer from making overtime payments to Employees as above if the Employer determines that it is necessary to make such payments to Employees due to the business-critical needs of the organisation.

- (11) Where an Employee is required to complete overtime which results in the Employee being off duty for a continuous period of less than 10 hours, the Employee is entitled to be absent from duty without loss of salary from the time of finishing overtime duty, until the Employee has been off duty for a continuous period of 10 hours. Should the Employee be required to return to work without the break, the Employee will be paid at double the ordinary rate until the Employee has had 10 consecutive hours off duty. The provisions of this paragraph shall not apply to Employees receiving the allowances in subclause 19 of this clause.
- (12) Except in the case of emergency, an Employee shall not be compelled to work more than 5 hours' overtime duty without a meal break. At the conclusion of a meal break, the calculation of the 5-hour limit recommences.
- (13) An Employee required to work overtime who purchases a meal shall be reimbursed for each meal purchased in accordance with the Meal Reimbursement and Daily Travel Allowance guidelines as amended or replaced from time to time. Provided that the overtime worked when such a meal is purchased totals not less than two hours, such reimbursement shall be in addition to any payment for overtime to which the Employee is entitled.
- (14) Employees who are deemed to be Shift Workers who work in excess of 152 hours in a 4-week period will receive the applicable overtime payment in this Clause 10 - Overtime for the hours worked in excess.
- (15) Employees who are deemed to be Shift Workers who are required to work between the hours of 12am (midnight) and 7am will receive the applicable overtime payment as in this clause for only the hours worked between these hours.
- (16) The loadings and overtime rates prescribed in Clause 9 – Shift and Penalty Payments and this Clause 10 - Overtime are not cumulative. If an Employee is entitled to more than one overtime rate or shift loading, they will be paid the highest single overtime rate or shift loading applicable to the period of time worked.

## TRAVEL

- (17) An Employee who is required to travel on official business outside normal working hours and away from the Employee's usual location of work may request time off in lieu if the travel is directed by the Employer and the travel is not for the Employee's own convenience. The time off in lieu of such actual time spent in travelling will be at equivalent or ordinary rates on weekdays and at the rate of 150% on Saturdays, Sundays, and public holidays, provided time off in lieu will not be granted for periods of less than 30 minutes. Time off in lieu will be approved depending on the operational requirements of the Employer. Should time off in lieu not be available, payment will be made to the Employee for the hours at the appropriate rate.

## AGREED OUT OF HOURS CONTACT

- (18) This subclause shall not replace normal overtime or shift work requirements.
- (19) For the purpose of this subclause:

- (a) **Out of Hours Contact** includes both On Call and Availability.
- (b) **On Call** means a written instruction or other authorised direction by the Employer or a duly authorised Employee to an Employee rostered to be immediately contactable by telephone or other means outside the Employee's normal hours of duty and in a fit state at all such times for recall to duty.
- (c) **Availability**: means a written instruction or other authorised direction by the Employer or a duly authorised Employee to an Employee to remain contactable, but not necessarily the first point of contact by telephone or other means, outside the Employee's normal hours of duty and to be available and in a fit state at all such times for recall to duty, but
- (i) will not include situations in which Employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. Subject to subclause (8a)(a) of this clause, recall to work under such circumstances would constitute emergency duty in accordance with subclause (27) of this clause.

- (20) An Employee may be reasonably required to be available for Out of Hours Contact. Except as otherwise agreed between the Employer and the Employee, an Employee who is required by the Employer to be on "out of hours contact" during periods off duty shall be paid an allowance as below for each hour or part thereof that the Employee is on out of hours contact:

Hourly allowance	September 2024	September 2025	September 2026
On Call	\$5.77	\$5.94	\$6.12
Availability	\$2.89	\$2.98	\$3.07

- (21) Where an Employee rostered for "on call" or "availability" is recalled for duty, the Employee shall receive overtime payment for hours worked in accordance with this clause. Employees will not be entitled to the allowances in subclause (20) while receiving overtime payments.
- (22) Time spent travelling to and from the place of duty, where an Employee rostered on "on call" or "availability" is actually recalled to duty, shall be included with actual duty performed for purposes of overtime payment.
- (23) Minimum payment provisions do not apply to an Employee receiving the allowances in subclause (20).
- (24) An Employee in receipt of an "out of hours contact" allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with subclause (27) of this clause.



### EMERGENCY OUT OF HOURS CONTACT

(25) For the purpose of this clause, the parties agree that it is not reasonable for an Employee to refuse to respond to contact made by the Employer outside of the Employee's normal working hours if the contact is in relation to an Emergency Situation

(26) In this clause:

(a) **Emergency Situation** means a situation that, if left unresolved, would create a significant financial, reputational, or health and safety risk to the Employer, where the Employee has not received prior notice of the requirement to work and is not in receipt of an Out of Hours Contact allowance.

(27) Where an Employee is directed or required to return to duty in respect of an Emergency Situation:

(a) the Employee shall be entitled to the applicable overtime payment in this clause for a minimum period of 3 hours, regardless of when the work is performed.

(b) For the purpose of this subclause (27), where an Employee is recalled more than once, each period of emergency duty shall stand alone in respect to the application of the minimum period payment, subject to paragraph (c) of this subclause.

(c) Time spent in travelling to and from the place of duty where the Employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purposes of overtime payment.

(d) An Employee recalled to work to perform emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an Employee called out more than once within any such minimum period shall not be entitled to any further payment for the time worked within that minimum period.

### RIGHT TO DISCONNECT

(28) Nothing in this Clause or Agreement is intended to impinge on or detract from the right to disconnect which may apply under the *Fair Work Act 2009* (Cth) or other applicable legislation.

## 11. ANNUAL LEAVE

(1) This clause shall not apply to Casual Employees.

(2) Except as provided in subclause 6 of this clause, each Employee is entitled to four weeks' annual leave at their ordinary rate of pay for each year of continuous service.

(3) An Employee may take annual leave subject to the approval of the Employer. Such approval shall not be unreasonably withheld. Employees are encouraged to take annual leave within 12 months of it accruing.

- (4) A Shift Worker shall be entitled to one week's leave in addition to the Employee's normal entitlement where they are engaged to work at least 11 shifts on a Sunday and/or public holiday over a 12-month period.
- (5) Where an Employee has accrued eight or more weeks of annual leave and has been unable to reach agreement with the Employer to take annual leave, the Employer may reasonably direct the Employee to take a period of annual leave for a period not less than one week provided that the Employee's annual leave balance at the conclusion of the period is not less than 6 weeks.
- (6) An Employee may take annual leave at half pay by agreement with their manager. In such circumstances, the Employee's annual leave balance will be reduced by the equivalent value of their leave (for example, one day of annual leave at half pay would reduce an Employee's leave balance by one half-day). Such requests will be considered on operational grounds and the Employer retains sole discretion in whether it will approve an arrangement.

#### LEAVE LOADING

- (7) A loading equivalent to 17.5% of the Employee's Ordinary Rate of Pay is payable to Employees on annual leave. The loading is paid on a maximum of 4 weeks' annual leave. This subclause does not apply to Shift Workers who are granted an additional week's penalty leave in accordance with subclause 6. Payment of the loading is not made on additional leave granted for any other purpose.
- (8) Shift Workers who are granted an additional week's penalty leave in accordance with subclause 6 of this clause shall be paid an annual leave loading equivalent to 20% of the Employee's Ordinary Rate of Pay for 5 weeks' leave, including accumulated annual leave.

#### CASHING OUT OF ANNUAL LEAVE ENTITLEMENT

- (9) An Employee may, by written agreement with the Employer, cash out any portion of annual leave entitlement, provided the Employee agrees to take a minimum of 2 weeks' annual leave or long service leave in the following 12 months and that a balance of 4 weeks' annual leave remains after the cashing out.
- (10) Any request to cash out an accrued annual leave entitlement is at the final discretion of the Employer and will be determined with consideration for the health and wellbeing of the Employee. A request will not be unreasonably refused.
- (11) The Employee will be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

#### PURCHASE OF ADDITIONAL LEAVE

- (12) The Employer and the Employee may agree to enter into an arrangement whereby the Employee can purchase up to 4 weeks additional leave per calendar year.

- (13) The Employer will assess each application on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement. Such a request will not be unreasonably refused.

## 12. PERSONAL LEAVE/CARER'S LEAVE

- (1) Personal leave entitlement may be accessed for personal illness or injury, to provide care or support to a member of the Employee's immediate family or household who requires care or support due to an illness, injury or unexpected emergency affecting that family or household member, unanticipated matters of a compassionate or pressing nature which arise without notice or planned matters where arrangements cannot be made outside of normal working hours or be met by utilising other leave, in accordance with the provisions of this clause.
- (2) Paid personal/carer's leave does not apply to casual Employees.
- (3) Personal leave is not for circumstances normally met by other forms of leave.
- (4) Personal Leave will be pro-rated for Part-Time Employees according to their ordinary hours of work, and for fixed or Maximum Term Employees according to the period of their contract.

### ENTITLEMENT

- (5) Employees, excluding casuals, shall be entitled to 114 hours (15 days) personal leave per year of service, pro-rated for Part-Time Employees. Personal leave shall be credited in advance as follows:
- (a) On day of initial appointment: **64.6 hours**
  - (b) On completion of 6 months continuous service: **49.4 hours**
  - (c) On the completion of 12 months service, and on completion of each further period of 12 months continuous service: **114 hours**
- (6) Personal leave will not be debited for public holidays, which the Employee would have observed.
- (7) Personal leave may be taken on an hourly basis provided the Employee complies with any notice and evidence requirements.
- (8) Where Employees have exhausted their accrual of paid personal leave, they are entitled to two days unpaid carer's leave on each applicable occasion in accordance with the *Fair Work Act 2009 (Cth)*.

### EVIDENCE

- (9) An application for personal leave exceeding two (2) consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

- (10) In general, supporting evidence is not required for single or two (2) consecutive day absences. Where the Employer has cause to believe that the absence may not be reasonable or legitimate, the Employer may request evidence be provided. The Employer must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- (11) Where there is doubt about an Employee's fitness for work, the Employer may require the Employee to submit to a medical examination by a medical practitioner of the Employer's choice, which the Employee must attend.
- (d) If the Employer has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee may be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by the Employer. The fee for any such examination shall be paid by the Employer.

### **13. COMPASSIONATE LEAVE**

- (1) The Employer will grant a maximum equivalent to three (3) days per occasion (either consecutive or non-consecutive) paid leave to an Employee who applies for compassionate leave. In extenuating circumstances the Employee may negotiate an appropriate extension of this period which will be unpaid.
- (2) For the purposes of this clause, compassionate leave will be payable:
- (a) if a member of the Employee's immediate family or a member of the Employee's household has a personal illness, or injury, that poses a serious threat to their life; or
  - (b) after the death of a member of the Employee's immediate family or a member of the Employee's household; or
  - (c) a child is stillborn, where the child would have been a member of the Employee's immediate family, or household, if the child had been born alive or the Employee's spouse or de facto partner has a miscarriage.
- (3) Compassionate leave may be taken:
- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness or injury; or
  - (b) to attend the funerals of family, relatives and close personal friends.
- (4) The Employer may request reasonable proof before paying compassionate leave.
- (5) Payment for compassionate leave will be the equivalent of the shift that the Employee was rostered to work.
- (6) Casual Employees are not entitled to payment for compassionate leave unless provided otherwise in another section or Appendix of this Agreement for a specific Employee group.

## 14. LONG SERVICE LEAVE

- (1) Employees will be entitled to long service leave in accordance with legislative entitlements unless more beneficial entitlements are provided in this clause.
- (2) Subject to subclause 4 of this clause, a Full-Time Employee who has completed seven (7) years continuous service with the Employer shall be entitled to 13 weeks long service leave at their ordinary rate of pay.
- (3) Each Full-Time Employee is entitled to an additional 13 weeks long service leave on ordinary pay for each subsequent period of seven (7) years and 91 days of continuous service completed.
- (4) Where an Employee is, or has been, engaged as a Part-Time Employee during their long service leave accrual period, their entitlement will be accrued on a pro-rata basis according to their ordinary hours of work during that period.
- (5) For the purposes of determining an Employee's long service leave entitlement, the expression "continuous service" includes any period during which the Employee is absent on full pay or part pay, but does not include:
  - (a) any period exceeding two weeks during which the Employee is absent on leave without pay (excluding unpaid Defence Force Reserves Leave), or any portion of unpaid Employer parental leave;
  - (b) any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave;
- (6) The parties agree that some Employees may have accumulated long service leave or have different arrangements in this clause due to having their employment transferred to the Employer as a result of the formation of the Employer. The entitlements for these Employees shall remain as per their contract of employment.
- (7) Long Service Leave shall be taken within three years of it becoming due, at a time agreed between the Employer and the Employee. The Employer will not unreasonably refuse an application to take long service leave and may approve the deferment of long service leave in exceptional circumstances.
- (8) On application to the Employer, a lump sum payment equivalent of any:
  - (a) long service leave entitlement for continuous service, as provided in sub-clauses (2), (3) and (6), may be made in special circumstances.
  - (b) pro rata long service leave, based on continuous service of a lesser period than that provided in subclause (2) and subclause (3) of this clause for a long service leave entitlement, shall be made:
    - (i) to an Employee who retires on the grounds of ill health, if the Employee has completed not less than 12 months' continuous service before the date of retirement; and

- (ii) in respect of an Employee who dies, if the Employee has completed not less than 12 months' continuous service before the date of death.
- (9) The calculation of the amount due for the lump sum referred to in subclause (8) of long service leave accrued, and for pro rata long service leave, shall be made at the rate of salary of an Employee at the date of retirement or resignation or death, whichever applies.
- (10) An Employee who has elected to retire at, or over, the age of 55 years, and who will complete not less than 12 months' continuous service before the date of retirement, may make application to take pro rata long service leave before the date of retirement.
- (11) A Full-Time Employee who, during a qualifying period towards an entitlement of long service leave, was employed continuously on a Part-Time basis may elect to take a lesser period of long service leave by converting the Part-Time service to equivalent Full-Time service.

#### **CASHING OUT OF ACCRUED LONG SERVICE LEAVE ENTITLEMENT**

- (12) An Employee may, by agreement with the Employer, cash out any portion of an accrued entitlement to long service leave, provided the Employee agrees to take a minimum of 2 weeks annual leave or long service leave in the following 12 months.
- (13) Where the Employee cashes out any portion of an accrued entitlement to long service leave in accordance with this subclause, the entitlement accessed will not be counted for the purpose of continuous service for the calculation of long service leave entitlements.
- (14) Any request to cash out accrued long service leave entitlement is at the final discretion of the Employer and will be determined with consideration for the health and wellbeing of the Employee.

### **15. PARENTAL LEAVE**

- (1) An Employee, who is the Primary Caregiver, is entitled to a period of up to 52 weeks unpaid parental leave if they have or will have a responsibility for the care of the child and the leave is associated with:
- (a) birth of a child to the Employee or the Employee's partner; or
  - (b) adoption of a child who is not the child or the stepchild of the Employee or the Employee's partner; is under the age of sixteen (16); and has not lived continuously with the Employee for six (6) months or longer.
- (2) An Employee (other than a casual Employee) who is the Primary Caregiver of a child and who has completed twelve months continuous service with the Employer shall be entitled to sixteen (16) weeks paid parental leave, which will form part of the 52-week entitlement provided in subclause 1(a) of this clause.

#### **SUPERANNUATION FOR UNPAID PARENTAL LEAVE FOR PRIMARY CAREGIVER**

- (3) During any period of parental leave, an Employee who is the Primary Caregiver of the child, will accrue the value of sixteen (16) weeks superannuation contributions, to be paid into the Employee's nominated super fund following their return to work.

#### **PARTNER LEAVE**

- (4) An Employee whose Partner is the Primary Caregiver of a child in circumstances described in subclause (2) is entitled to a period of unpaid partner leave of up to eight (8) weeks any time within twenty four (24) months from the birth or adoption of a child..
- (5) An Employee is entitled to a period of four (4) weeks paid partner leave which will form part of the eight (8) week entitlement provided in subclause 4 of this clause.
- (6) Any period of paid partner leave taken by an Employee shall be subtracted from any entitlement to paid parental leave in respect of their care for the same child.

#### **LEAVE FLEXIBILITY**

- (7) The leave entitlements described in this clause may be taken:
  - (a) Within the first 24 months of a child's life (or from the date of adoption);
  - (b) Concurrently, by two parents employed by the Employer (or otherwise employed in the Western Australian public sector); and/or
  - (c) May be taken in one continuous period, or flexibly as agreed with their manager.

### **16. FAMILY AND DOMESTIC VIOLENCE LEAVE**

- (1) The Employer recognises Employees may face situations of violence and/or abuse in their personal life that may affect their attendance at work. The Employer is committed to provide support to Employees who are victims of domestic / family violence.
- (2) This clause applies to all Employees, including casuals.
- (3) In this clause:
  - (a) Family and Domestic Violence: means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
  - (b) A reference to a family member in this clause includes a former spouse and/or a former de facto partner.
- (4) An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:
  - (a) the leave is available in full at the start of each 12-month period of the Employee's employment; and
  - (b) the leave does not accumulate from year to year; and
  - (c) is available in full to Part-Time and Casual Employees.

*Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.*

- (5) The Employer and Employee may agree that once the paid leave is exhausted, the Employee may take up to 2 days unpaid leave per year to deal with family and domestic violence.
- (6) An Employee may take leave to deal with family and domestic violence if the Employee:
  - (a) is experiencing family and domestic violence; and
  - (b) needs to do something to deal with the impact of the family and domestic violence, and it is impractical for the Employee to do that thing outside their ordinary hours of work.

*Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.*

- (7) The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.
- (8) An Employee must give their Employer notice of the taking of leave by the Employee under this clause 16. The notice:
  - (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
  - (b) must advise the Employer of the period, or expected period, of the leave.
- (9) An Employee who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause

*Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service.*

- (10) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.
  - (a) Nothing in this clause prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

*Note: Information concerning an Employee's experience of family and domestic violence is sensitive and, if mishandled, can have adverse consequences for the Employee. Employers should consult with such Employees regarding the handling of this information.*



- (11) An Employee is not entitled to take leave under this clause unless the Employee complies with this clause.

## 17. OTHER LEAVE

### WITNESS DUTY

- (1) An Employee subpoenaed or called as a witness to give evidence in any proceeding shall, as soon as practicable, notify their manager/supervisor.
- (2) Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee shall be granted by the Employer leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. The Employee is not entitled to retain any witness fee but shall pay all fees received into the Employer's miscellaneous revenue account. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the Employer.
- (3) An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.
- (4) An Employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity, shall be granted leave with full pay entitlements. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. The Employee is not entitled to retain any witness fees but shall pay all fees received into the Employer's miscellaneous revenue account.
- (5) An Employee subpoenaed or called as a witness under any circumstances other than specified in subclauses (2) and (4) of this clause shall be granted leave of absence without pay except when the Employee makes an application to access accrued annual leave.

### JURY DUTY

- (6) An Employee required to serve on a jury shall, as soon as practicable after being summoned to serve, notify their supervisor/manager.
- (7) An Employee required to serve on a jury shall be granted by the Employer a leave of absence on ordinary pay, but only for such period as is required to enable the Employee to carry out duties as a juror.
- (8) An Employee granted leave of absence on full pay as prescribed in subclause (7) of this clause is not entitled to retain any juror's fees but shall pay all fees received into the Employer's miscellaneous revenue account. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Employer.

## CULTURAL OR CEREMONIAL LEAVE

- (9) Cultural/ceremonial leave shall be available to all Employees. Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- (10) Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between the Employer and Employee and sufficient leave credits being available.
- (11) The Employer will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- (12) The Employer may request reasonable evidence of the legitimate need for the Employee to access cultural or ceremonial leave.
- (13) Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
  - (a) the Employee's annual leave entitlements;
  - (b) the Employee's accrued long service leave entitlements, but in full days only;
  - or
  - (c) accrued days off or time in lieu.
- (14) Time off without pay may be granted by arrangement between the Employer and the Employee for cultural/ceremonial purposes.
- (15) An Employee may agree to substitute a Public Holiday for another day of cultural, ceremonial and/or religious significance by agreement with their manager. In such circumstances, the Public Holiday will be considered an ordinary day of work and the substituted day will have the effect of a Public Holiday instead.

## EMERGENCY SERVICE LEAVE

- (16) Subject to operational requirements, paid leave of absence shall be granted by the Employer to an officer who is an active volunteer member of state emergency service units, St John Ambulance brigade, volunteer fire and rescue service brigades, bush fire brigades, volunteer marine rescue services groups or FESA units, in order to allow for attendance at emergencies as declared by the recognised authority. For clarity, attendance at emergencies includes reasonable travel time to and from the emergency and reasonable rest time following attendance at the emergency.
- (17) The Employer shall be advised as soon as possible by the Employee, the recognised authority, or other person as to the absence and, where possible, the expected duration of leave.
- (18) The Employee must complete a leave of absence form immediately upon return to work.
- (19) The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.

- (20) An Employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses (17), (18) and (19) of this clause.

#### **BLOOD/PLASMA DONORS LEAVE**

- (21) Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

(a) prior arrangements with the Employer have been made, and at least two (2) days' notice has been provided; or

(b) the Employee is called upon by the Red Cross Blood Centre.

- (22) The notification period shall be waived or reduced where the Employer is satisfied that operations would not be unduly affected by the Employee's absence.

- (23) The Employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

- (24) Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

#### **DEFENCE FORCE RESERVES LEAVE**

- (25) The Employer will grant leave of absence for the purpose of Defence service to an Employee who is a volunteer member of the Defence Force Reserves or a Cadet in the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force, but excludes administrative or ancillary services.

- (26) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

- (27) Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to the Employer.

- (28) Paid Leave

(a) An Employee who is a volunteer member of the Defence Force Reserves or a Cadet in the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions contained in this clause.

(b) Part-Time Employees shall receive the same paid leave entitlement as Full-Time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

- (c) On written application, an Employee shall be paid their salary in advance when proceeding on such leave.
- (d) Casual Employees are not entitled to paid leave for the purpose of Defence service.
- (e) An Employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
- (f) An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on 1 July. Pay for this leave shall be at the rate of the difference between the ordinary salary of the Employee and the Defence Force payments to which the Employee is entitled if such payments do not exceed ordinary salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded.

#### (29) Unpaid Leave

- (a) Any leave for the purpose of Defence service that exceeds the paid entitlement in subclause (28) of this clause shall be unpaid.
- (b) Casual Employees are entitled to unpaid leave for the purpose of Defence service.

#### (30) Use of Other Leave

- (a) An Employee may elect to use annual or long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.
- (b) The Employer cannot compel an Employee to use annual leave or long service leave for the purpose of Defence service.

### WELLNESS DAY

(31) The Employer recognises the importance of managing workplace fatigue and supporting Employee wellbeing. Once per year, the Employer will designate a day (Monday – Friday) as an organisation wide ‘Wellness Day’. On this day, all Employees other than Casual Employees will be entitled to a paid day absent from work where it is operationally suitable for them to do so.

(32) Where an Employee is unable to take the designated Wellness because:

- (a) they are required, for operational reasons, to work on the nominated Wellness Day (or as directed by their manager); or
- (b) they are not ordinarily rostered to work on the nominated Wellness Day

that Employee will be afforded a substituted Wellness Day.

- (33) A substituted Wellness Day is, at first instance, to be taken on the next available workday after the nominated Wellness Day. In the event the next available workday is still not suitable for the reasons set out above, the Employee is entitled to a substituted Wellness Day to be taken:
- (a) on a day agreed between the Employee and their Manager; and
  - (b) no later than 2 months from the date of the original designated Wellness Day.
- (34) The Wellness Day entitlement does not accumulate and will expire if not taken within the period set out in subclause (33)(b) above. The Wellness Day is to be paid at an Employee's Ordinary Rate of Pay.

## **18. PANDEMIC LEAVE**

- (1) The Employer will maintain a policy providing, as a minimum condition, paid leave in addition to other leave entitlements of at least 10 days to Employees, including Casual Employees, who have:
- (a) tested positive to the nominated pandemic illness;
- Or, if the Employee is unable to work from home, and
- (b) is the primary carer for an immediate family member who has the pandemic illness; or
  - (c) is required to quarantine following work-related travel; or
  - (d) is instructed to isolate by the RWWA Wellness & Safety Manager, who has designated the Employee as a close contact due to exposure at an Employer location.
- (2) Subject to maintaining the above minimum conditions, any changes to the current policy thereafter will be subject to further consultation with Employees per Clause 31 – Ongoing Consultation of this Agreement.

## **19. PUBLIC HOLIDAYS**

- (1) An Employee who is normally rostered to work on a day on which a public holiday falls will (subject to any reasonable direction by the Employer to perform work on that day) be entitled to be absent from work without loss of pay for that day. An Employee who is not rostered to work on a day on which a public holiday falls will (subject to any reasonable direction to perform work on that day) be entitled to be absent from work on that day but will not receive payment for that day. This clause does not apply to Casual Employees.
- (2) Public holidays will be provided as per the National Employment Standards (NES).
- (3) Working on either Good Friday or Christmas Day will be voluntary, however, should an insufficient number of Employees elect to work on either of these days, the Employer retains the discretion to allocate Employees to work shifts on those days. The allocation of Employees to work these shifts will take into consideration Employees who have or have not previously worked on these days.

## 20. SUPERANNUATION

Superannuation contributions will be paid to a complying fund as required by applicable legislation.

## 21. PROTECTIVE CLOTHING

An Employee engaged on work which requires the provision of protective clothing shall be provided with the appropriate protective clothing.

## 22. TRAVELLING ALLOWANCE

### MEAL REIMBURSEMENTS WHEN REQUIRED TO TRAVEL

- (1) For Employees who are required to travel outside a radius of 50 kilometres from the Employer's head office, an Employee is able to purchase a meal and a drink in recognition of an Employee's absence from their place of work during the below meal times at a cost to the Employer. On the condition the club or client does not provide a meal and a drink, the Employee can purchase a meal and a drink to the maximum amount below upon presentation of a receipt:

Meal	Australia (Interstate and Intrastate)
Breakfast (5:30am-11.00am)	\$31.20 per meal
Lunch (11.00am – 7.00pm)	\$36.10 per meal
Dinner (after 7.00pm)	\$61.50 per meal

- (2) Employees who are required to fly to their place of work and receive an in-flight breakfast, lunch or dinner may claim for a meal at the discretion of their line manager.
- (3) Employees who are required to travel on official business and are required to stay overnight may adjust the meal interval times, detailed in subclause (1) as necessary to meet operational requirements.
- (4) All claims for reimbursement and payment on travelling allowances should be finalised within five working days of completion of travel. The Employee's relevant line manager must approve all claims.

### DAILY TRAVEL ALLOWANCE FOR INCIDENTAL EXPENSES

- (5) Employees who are required to travel on official business and are required to stay overnight shall be provided with accommodation and travel as required. These will be arranged in line with the Employer's travel booking arrangements. The cost of flights and accommodation, etc will be borne directly by the Employer prior to the travel occurring.
- (6) An Employee who is required to stay overnight will receive the following daily travel allowance for incidental expenses:

Region	Daily Rate
Intrastate & Interstate	\$23.00

#### USE OF PERSONAL VEHICLE

- (7) From time to time, Employees may be required to utilise their own vehicle for the Employer's business (e.g. visiting a client or driving from one work location to another) where a pool vehicle is unavailable. Mileage reimbursement cannot be claimed if the Employee:
- (a) volunteers to undertake minor tasks (e.g. picking up the mail on the way to work or home);
  - (b) is on 'on call' and asked to return to work;
  - (c) is required to work outside normal business hours (e.g. overtime or shift work); or
  - (d) has access to utilise an Employer's vehicle but elects to use their own private vehicle.
- (8) The amount below will be reimbursed to Employees who may be required to utilise their own vehicle for the Employer's business. The rate allows for the total running cost of the car, including depreciation, petrol, insurance, registration and repairs.

Area Details	Rate (cents) per kilometre
Metropolitan Area (100km radius from RWWA Head Office)	88

- (9) This rate only applies to Employees travelling in the metropolitan area within a 100km radius of the Employer's Head Office. Employees who are travelling outside of the metropolitan area must use an Employer's vehicle or will be supplied with a hire car as required.
- (10) Should an Employee be required to drive their own vehicle for work purposes, the Employee will be covered by the *Workers Compensation and Injury Management Act 2023 (WA)*. Should the vehicle be involved in an accident, the car or personal items are stolen or damaged this will be covered by the Employee's personal motor vehicle insurance only. The mileage allowance received by the Employee includes the costs for insurance.

## 23. STAND DOWN

- (1) An Employer may, under this subsection, stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following circumstances:
  - (a) industrial action (other than industrial action organised or engaged in by the Employer);
  - (b) a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown;
  - (c) a stoppage of work for any cause for which the Employer cannot reasonably be held responsible.
- (2) If such a circumstance occurs, Employees will be sent home with at least 48 hours' notice, which may be paid in lieu.
- (3) Affected Employees will be consulted on any decision to stand down as per Clause 31 – Ongoing Consultation of this Agreement.
- (4) Should the Employer not be able to provide Employees work for an extended period of time due to the circumstances outlined in subclause (1) of this clause, Employees may be requested to:
  - (a) Work from home or another location;
  - (b) Access accrued annual leave;
  - (c) Work reduced hours;
  - (d) Any other arrangement that may be agreed between the Employer and the Employee.

## 24. SECONDMENT

From time to time, Employees may be required to undertake additional responsibilities, or act in a different position. Employees required to act in another position or perform different responsibilities will do so in accordance with the duties and responsibilities of the position.

## 25. PROBATION

- (1) Appointment to a permanent position incorporates an initial probationary period of up to six (6) months, during which either party may terminate the contract with one (1) weeks' notice in writing, except in cases of summary dismissal. During this period the performance of the Employee will be appraised by their Manager.

The purpose of this probationary period is to enable the Employer to assess the Employee's performance in, and suitability for, the position.

- (2) Prior to the expiry of the period of probation, the Employer will:



- (a) confirm the appointment; or
  - (b) extend the period of probation; or
  - (c) allow the probationary employment to lapse.
- (3) Where the Employer extends the period of probationary employment the contract of employment may still be terminated as set out above.

## 26. DISCIPLINARY PROCESS

- (1) Disciplinary action will be conducted in line with the Employer's current disciplinary practices. In the event of the practices being updated, the Employer will provide these guidelines to the Union, Employees and if applicable, their nominated representatives.
- (2) If there is a dispute in relation to the disciplinary practices, the Employee can access Clause 36 – Dispute Resolution Procedure.

## 27. TERMINATION

### CASUAL EMPLOYMENT

- (1) The employment of a casual Employee may be terminated at any time by the Casual Employee or the Employer giving to the other, one day's notice prior to the next rostered shift. In the event of the Employer failing to give the required notice, one day's salary shall be paid.
- (2) Nothing prevents the Employer from dismissing an Employee for serious misconduct and the contract thereby terminates at the time of dismissal. When such a dismissal has taken place, wages shall be paid up to the time of dismissal only.

### PERMANENT EMPLOYMENT- NOTICE OF TERMINATION BY THE EMPLOYER

- (3) In order to terminate the employment of an Employee, the Employer must give to the Employee the following notice:

- (a) Notice period:

Period of continuous service	Period of notice
Less than 1 year	1 week
Between 1 year and less than 3 years	2 weeks
Between 3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to this notice, Employees over 45 years of age at the time of being given notice, with not less than 2 years' continuous service, are entitled to an additional week's notice.

- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. In calculating any payment in lieu of notice, the wages an Employee would have received had he/she worked during the period of notice, including any applicable shift allowances and loadings, will be used.
- (d) The period of notice in this clause will not apply in the case of dismissal for serious misconduct.

#### **PERMANENT EMPLOYMENT - TERMINATION BY EMPLOYEE**

- (4) The Employee may end the Employee's employment at any time by giving 4 weeks' notice in writing, unless agreement is reached between the Employee and the Employer for an alternative period of notice or an alternative period of notice is required as specified in the Employee's individual contract of employment.
- (5) Subject to operational requirements, the Employer may agree to an alternative period of notice.
- (6) At the request of the Employee, the Employer will provide a Certificate of Service to the Employee on retirement or resignation.
- (7) To the extent permitted by law, the Employee will agree in writing that any outstanding advances or other payments due to the Employer by the Employee will be reasonably deducted from or reconciled against any amounts due to the Employee upon the termination of employment of the Employee.

#### **TERMINATION BY THE EMPLOYER: EMPLOYEE'S DEFAULT**

- (8) The Employer may terminate the employment of the Employee for a significant breach of this Agreement, and such termination will be on notice to the Employee unless the Employee has engaged in serious misconduct, in which case the Employee will receive no notice.
- (9) Without limiting the circumstances in which a breach of this Agreement may be committed by the Employee such that the Employer may exercise the right to terminate (subject to any applicable industrial relations law), this includes if:
  - (a) the Employee is guilty of any wilful or serious misconduct, or wilful neglect, in the discharge of the Employee's responsibilities, obligations, duties or powers under this Agreement;
  - (b) the Employee does not effectively perform the agreed duties and responsibilities of the position after being provided an opportunity to improve performance;
  - (c) the Employee wilfully disobeys any reasonable and lawful direction of the Employer;
  - (d) the Employee commits a serious or persistent breach of any of the provisions of this Agreement or their contract of employment;

- (e) the Employee is convicted or under sentence for a serious offence; and
- (f) the Employee becomes incapacitated by injury or illness and is unable to discharge the full duties of the position.

#### **PAYMENT IN LIEU OF NOTICE**

- (10) The Employer may:
  - (a) pay the Employee in lieu of their notice period; or
  - (b) require the Employee to work for part of their notice period and pay the Employee in lieu of the balance of the period.
- (11) In calculating any payment in lieu of notice, the wages an Employee would have received had he/she worked during the period of notice, including any applicable shift allowances and loadings, will be used.

#### **DUTIES DURING NOTICE PERIOD**

- (12) If the Employee or the Employer gives notice terminating the employment, the Employer may direct the Employee at any time during the notice period:
    - (a) not to attend work; or
    - (b) not to perform all or part of the Employee's duties
- and the Employee will be paid as if they had worked their full duties.

### **28. REDUNDANCY AND RETRENCHMENT**

- (1) Where the Employer no longer requires the job done by the Employee to be done by anyone and no suitable alternative position is available, the Employer will work with the Employee to explore employment options.

#### **REDUNDANCY SEVERANCE PAYMENT – TAB SALE (SPECIAL PROVISIONS)**

- (2) If an Employee's position is made redundant in connection with, or as a result of, the Employer ceasing to own or manage wagering operations, the Employee will receive a payment on the following basis:
  - (a) Permanent (Full-Time and Part-Time) Employees will receive 3 weeks' severance pay for each complete year of continuous service, up to a maximum of 52 weeks' pay; or
  - (b) If a Full-Time or Part-Time Employee has completed at least 1 year but less than 2 years of continuous service, they will receive 4 weeks' pay as a severance payment in accordance with the National Employment Standards; and

- (c) Casual Employees employed in the classifications set out in Appendix B – Call Centre and Managed Agency Roles employed prior to 9 July 2011 will receive severance pay in accordance with subclause 12 of Appendix B.
- (d) All Employees with 5 years' or more continuous service will receive payment in lieu of their accrued pro rata long service leave for each complete year of service.

#### REDUNDANCY SEVERANCE PAYMENT

- (3) Should the Employer determine that an Employee's role is redundant in circumstances other than those outlined in subclause (2) above, the following severance payment will apply:

- (a) Subject to subclause (12) of this clause (Preservation of Severance Payment Entitlements), should the Employee's employment be terminated due to redundancy, the Employee will receive a severance payment on the following basis:

<b>Amount payable to Employee for their redundancy pay period</b>		
<b>Employee's period of continuous service with the Employer on termination</b>		<b>Redundancy pay period</b>
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years and over	16 weeks

#### SUBSTITUTED REDUNDANCY (VOLUNTARY REDUNDANCY)

- (4) Employee substitution can occur with an Employee whose position has been identified as redundant if a suitable match can be made, and where the Employer and both Employees agree with such arrangements.

#### ASSOCIATED REDUNDANCY ENTITLEMENTS

- (5) Redundancy pay is payable at the base rate of pay for the Employee's ordinary hours of work and exclusive of overtime, penalty rates, shift allowances and bonuses.
- (6) In addition to the severance payment, Employees will receive payment in lieu of any accrued entitlements; and a 12-week period of notice of the termination or 12 weeks' payment in lieu of notice at the Employee's full rate of pay, including any applicable shift allowances and loadings. This notice period is inclusive of the notice detailed in Clause 27 - Termination.
- (7) If Employees are required to work during the 12 week notice period, Employees will be granted one day's time off without loss of pay during each week of the notice

period worked, for the purpose of seeking other employment. The time off shall be taken at times agreed between the Employee's manager and the Employee. The Employer may request, and the Employee must provide upon such a request, appropriate confirmation that the absence is legitimate.

- (8) Should an Employee gain alternate employment whilst working their 12 week notice period, the Employee may terminate their employment. In this case, the Employee will receive their severance payment along with payment of other accrued entitlements. Employees will not receive payment for any remaining notice period not worked.
- (9) On request, the Employer will provide the Employee with a statement of employment.
- (10) For fixed term Employees or maximum term Employees, redundancy will be as per Part 2-2 Division 11 of the *Fair Work Act 2009*.

#### EXEMPTIONS

- (11) The following exemptions shall apply to payment of the severance payment:
- (a) Where an Employee is dismissed as a consequence of serious misconduct;
  - (b) Employees who have less than one year's service or who are on probation;
  - (c) Employees who are engaged for a specific period of time (fixed term Employees or maximum term Employees) or for a specific task or tasks, where the employment ends by virtue of the expiry of the term of their contract;
  - (d) Casual Employees (unless employed prior to 9 July 2011 in a classification set out in Appendix B – Call Centre and Managed Agency Roles);
  - (e) On a transmission of business, provided suitable alternative employment (terms and conditions of employment no less favourable than that applicable to the Employee immediately prior to transmission of business) has been offered and the new Employer recognises the Employee's prior service in relation to leave entitlements, notice and redundancy; and
  - (f) Except in circumstances referred to at 11(e) above, where the Employee has been offered, and declined, other acceptable employment that has been obtained for the Employee by the Employer.

#### PRESERVATION OF SEVERANCE PAYMENT ENTITLEMENTS

- (12) On retrenchment, Employees employed by the Employer prior to 1 September 2009 will receive severance pay based on either:
- (a) the Employee's preserved calculation frozen as at 1 September 2012, and their entitlement under subclause (2) or (3) above (whichever is applicable at the time of retrenchment) for the period thereafter, capped at a total maximum of 52 weeks' pay; or

- (b) the Employee's entitlement under subclause (2) or (3) above (whichever is applicable at the time of retrenchment) for the entire period, capped at a total maximum of 52 weeks' pay –

whichever is the greater.

- (a) The preserved redundancy entitlements are as follows:

Employee status	Preserved Redundancy Entitlement								
Full-Time and Part-Time Employees employed prior to 1 September 2009	<p>Employment Relocation and Redundancy Provisions Policy which provides:</p> <table border="0"> <thead> <tr> <th data-bbox="571 651 927 680">Period of Continuous Service</th> <th data-bbox="954 651 1086 680">Severance</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 685 767 714">Less than 1 Year</td> <td data-bbox="954 685 991 714">Nil</td> </tr> <tr> <td data-bbox="571 719 903 748">1 year and less than 2 years</td> <td data-bbox="954 719 1246 748">4 weeks' ordinary salary</td> </tr> <tr> <td data-bbox="571 752 767 781">2 years and over</td> <td data-bbox="954 752 1326 963">3 weeks' ordinary salary for each completed year of continuous service, to a total maximum of 52 weeks when all severance pay entitlements are included.</td> </tr> </tbody> </table>	Period of Continuous Service	Severance	Less than 1 Year	Nil	1 year and less than 2 years	4 weeks' ordinary salary	2 years and over	3 weeks' ordinary salary for each completed year of continuous service, to a total maximum of 52 weeks when all severance pay entitlements are included.
Period of Continuous Service	Severance								
Less than 1 Year	Nil								
1 year and less than 2 years	4 weeks' ordinary salary								
2 years and over	3 weeks' ordinary salary for each completed year of continuous service, to a total maximum of 52 weeks when all severance pay entitlements are included.								

## 29. RESOURCES TO PERFORM DUTIES

The Employer will supply Employees with resources deemed necessary for the successful completion of their duties.

## 30. NO EXTRA CLAIMS

The parties agree for the duration of this Agreement not to pursue any further claims in relation to wages and conditions of employment in this Agreement.

## 31. ONGOING CONSULTATION

- (1) This term applies if the Employer:

- (a) proposes to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the Employer must notify the relevant Employees of the proposal to introduce the major change; and
- (b) subclauses (3) to (9) apply.

- (3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (5) As soon as practicable, the Employer must:
- (a) discuss with the relevant Employees:
    - (i) the proposal to introduce the change; and
    - (ii) the effect the proposed change is likely to have on the Employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the proposed change on the Employees; and
- (6) for the purposes of the discussion—provide, in writing, to the relevant Employees:
- (a) all relevant information about the proposed change including the nature of the change proposed; and
  - (b) information about the expected effects of the proposed change on the Employees; and
  - (c) any other matters likely to affect the Employees.
- (7) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (8) The Employer must give prompt and genuine consideration to matters raised about the proposed change by the relevant Employees.
- (9) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclause (2)(a) and subclauses (3) and (5) are taken not to apply.
- (10) In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

### CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- (11) For a change referred to in paragraph (1)(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) subclauses (12) to (16) apply.
- (12) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (13) If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- (14) As soon as practicable after proposing to introduce the change, the Employer must:
- (a) discuss with the relevant Employees the introduction of the proposed change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - (i) all relevant information about the proposed change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the proposed change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
- (15) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (16) The Employer must give prompt and genuine consideration to matters raised about the proposed change by the relevant Employees.
- (17) In this clause **relevant Employees** means the Employees who may be affected by a proposed change referred to in subclause (1).

## 32. EXPENSES

If the Employee incurs expenses in the carrying out of duties and functions under this Agreement, the Employer will reimburse the Employee on submission of an itemised account together with supporting documentation. Such expenses may only be incurred with the prior approval of the line manager. In situations where prior approval cannot be obtained from the line manager expenses incurred will be reimbursed provided the expenses were reasonable in the circumstances.



### 33. OVERPAYMENTS AND UNDERPAYMENTS

#### OVERPAYMENTS

- (1) The Employer has an obligation under the *Financial Management Act 2006* to account for public monies. This requires the Employer to recover overpayments made to an Employee.
- (2) Any overpayment will be repaid to the Employer within a reasonable period of time.
- (3) Where an overpayment is identified and proven, the Employer will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- (4) Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between the Employer and Employee.
- (5) If agreement on a repayment schedule cannot be reached within a reasonable period of time, the Employee may authorise the Employer in writing to deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
  - (a) the Employer may not deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one pay period without the Employee's agreement;
  - (b) where necessary, the Employer may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- (6) If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with Clause 36 - Dispute Resolution Procedure. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Resolution Procedure.
- (7) Nothing in this clause shall be taken as precluding the Employer's legal right to pursue recovery of overpayments.

#### UNDERPAYMENTS

- (8) Where an Employee is underpaid in any manner:
  - (a) the Employer will, once the Employer is aware of the underpayment, rectify the error as soon as practicable;
  - (b) where possible, the underpayment shall be rectified no later than in the pay period immediately following the date on which the Employer is aware that an underpayment has occurred; and

- (c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee shall be paid by way of a special payment as soon as practicable.
- (9) The Employer shall compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from a bank account into which an Employee's salary is paid.
- (10) Payment will not be payable if the underpayment is due to circumstances outside the Employer's control.
- (11) Nothing in this clause shall be taken as precluding the Employee's legal right to pursue recovery of underpayments.

## 34. SALARIES

### RATES OF PAY AND INCREASES

- (1) The Ordinary Rate of Pay for Employees is to be increased by
- 3% effective from the start of the first full pay period in September 2024;
  - 3% effective from the start of the first full pay period in September 2025; and
  - 3% effective from the start of the first full pay period in September 2026.
- (2) The minimum rates of pay applicable for each Grade is as set out in the table below:

Grade	Minimum salary		
	September 2024	September 2025	September 2026
1	\$56,877	\$58,583	\$60,341
2	\$71,635	\$73,784	\$75,998
3	\$81,621	\$84,070	\$86,592
4	\$91,386	\$94,128	\$96,951
5	\$103,321	\$106,421	\$109,613
6-8	\$116,753	\$120,256	\$123,863

For the calculation and payment of ordinary salaries, the fortnightly salary shall be calculated as 1/26th of an annual salary and the weekly salary shall be calculated as 1/52nd of an annual salary. The calculation of an hourly rate shall be 1/38th of a weekly salary, being the annual salary divided by 1,976 hours.

- (3) The salaries prescribed in subclause 0 are minimum amounts and the Employer retains the discretion to pay above these amounts, taking into consideration various factors such as job performance, retention of the Employee and the impact in the loss of business knowledge.

### SALARY MAINTENANCE

- (4) Where significant responsibilities of a position are removed, resulting in a lower grading of the position occurring, an Employee's salary may be maintained at their current rate. This clause does not apply in circumstances of redundancy and suitable alternative employment which may be offered and accepted in relation to a redundancy process.
- (5) However, the Employee:
  - (a) may not be eligible to receive the agreed salary increases prescribed in this clause until such time that the rate applicable to the Employee's current classification is in line with the salary bands applicable to the grade of the revised position; or
  - (b) may receive an adjusted/reduced percentage of the agreed salary increases.

### GRADE 6 AND ABOVE

- (6) Employees who are at or above the minimum salary for a Grade 6 Employee are not entitled to overtime payments for hours worked outside the normal span of hours. The salary provided for these classifications takes into account that the Employees will be required to work above the normal hours of work on a regular basis.

### SALARY PACKAGING

- (7) The Employee may, by agreement with the Employer, enter into a salary packaging arrangement within the terms of the Employer's Salary Packaging guidelines as amended from time to time.

### PAYMENT OF WAGES

- (8) Salaries due to an Employee, who is employed as a Full-Time, Part-Time or Casual Employee, are payable each fortnight in arrears.

## 35. FLEXIBILITY ARRANGEMENTS

### FLEXIBILITY ARRANGEMENTS

- (1) An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; and
    - (v) leave loading.
  - (b) the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and

- (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or Employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the Employer and Employee agree in writing — at any time.

#### COMMITMENT TO FLEXIBILITY

- (6) The Employer is committed to facilitating workplace flexibility where it is operationally feasible to do so. Employees may make requests to their managers for flexible working arrangements, including in respect of matters such as varied start and finish times, amended hours or locations of work, job sharing arrangements, compressed working weeks, and other arrangements as may be appropriate. This commitment applies to all flexibility requests, and not just those that may be subject to an individual flexibility arrangement under this Agreement or flexible working arrangement requests under the *Fair Work Act 2009* (Cth).
- (7) Requests for flexible work arrangements will be considered on a case-by-case basis and discussed with the Employee before a final decision is made. The Employer is not obligated to grant any such requests and the principal consideration for each request will be the operational needs of the organisation, including in the context of the Employee's individual role. The Employer will respond to requests for flexible work arrangements in writing within a reasonable time period or as otherwise required by law. If the Employer rejects a request for flexibility under subclause (6), the written response will set out the reasons for the refusal.

## 36. DISPUTE RESOLUTION PROCEDURE

- (1) If a dispute relates to:
  - (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
 this term sets out procedures to settle the dispute.
- (2) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

### STEP 1

- (3) Details of the dispute will be discussed between the Employee and the Employee's immediate supervisor or other appropriate Employee/manager, within 5 working days after the dispute has arisen or been identified. The supervisor and the Employee must make a genuine attempt to promptly resolve the matter.

### STEP 2

- (4) If the matter cannot be resolved in Step 1, the matter will be referred in writing by the Employee to the relevant supervisor's manager or other appropriate senior Employee within 5 working days. The appropriate senior Employee and the Head of People & Capability will promptly attempt to resolve the matter with the Employee concerned.

### STEP 3

- (5) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (6) The Fair Work Commission may deal with the dispute in 2 stages:
  - (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.

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

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

- (7) While the parties are trying to resolve the dispute using the procedures in this term:
  - (a) an Employee must continue to perform their work as they would normally unless they has a reasonable concern about an imminent risk to their health or safety; and
  - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

- (8) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

### **37. UNION FACILITIES FOR UNION REPRESENTATIVES**

- (1) The Employer recognises the rights of the union to organise and represent its members. Union representatives have a legitimate role and function within the organisation in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace and Union electorate.
- (2) The Employer recognises that, under the Union's rules, Union representatives are members of an Electorate Delegates Committee representing members within a union electorate. A Union electorate may cover more than one area or section within the organisation.
- (3) The Employer will recognise Union representatives in the organisation and will allow them to carry out their role and functions. Nothing in this clause reduces the Employee's primary responsibility to deliver their core job functions as a priority.
- (4) The Union will advise the Employer in writing of the names of the Union representatives.
- (5) The Employer shall recognise the authorisation of each Union representative in the organisation and shall make reasonable provision for the following:
- (a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the electorate delegates committee and to attend union business in accordance with Clause 38 - Leave to Attend Union Business of this Agreement.
  - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal protocols.
  - (c) A noticeboard, the location of which shall be determined by the Employer, for the display of Union materials and broadcast email – to all staff for the dissemination of Union materials.
  - (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with Clause 39 - Trade Union Training Leave of this Agreement.
  - (e) Notification to both the Union and Union representatives of the commencement of new Employees, and new Employees to be informed, as part of their formal induction programme, of the Union and its representatives.
- (6) The Employer shall notify the Union and its representatives at least two weeks in advance, the dates of and attendees to the formal induction programmes and shall

provide the Union with access to a meeting room and time with the new Employees to discuss the benefits of union membership.

- (7) The Employer recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

### **38. LEAVE TO ATTEND UNION BUSINESS**

- (1) The Employer shall grant paid leave at the ordinary rate of pay during normal working hours to an Employee:
- (a) who is required to attend or give evidence before any Industrial Tribunal;
  - (b) who, as a Union-nominated representative, is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;
  - (c) when prior arrangement has been made between the Union and the Employer for the Employee to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and
  - (d) who, as a Union-nominated representative, is required to attend joint union/management consultative committees or working parties.
- (2) The granting of leave is subject to the Employer's convenience and shall be approved:
- (a) where a minimum of two weeks' notice is given for the application for leave;
  - (b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and
  - (c) for those Employees whose attendance is essential.
- (3) The Employer shall not be liable for any expenses associated with an Employee attending to Union business.
- (4) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (5) An Employee will be granted paid time off to attend up to 4 Union meetings of 1 hour each per calendar year during their normal working hours subject to the provision of reasonable notice to the Employer and the reasonable operational requirements of their role on each occasion. The Employer will not be responsible for any expenses associated with attending such meetings.
- (6) An Employee shall not be entitled to paid leave to attend to Union business other than as prescribed by this clause.
- (7) The provisions of this clause shall not apply to:
- (a) Special arrangements made by agreement between the Employer and the Union which provide for unpaid leave for Employees to conduct Union business;
  - (b) when an Employee is absent from work without the approval of the Employer.

### **39. TRADE UNION TRAINING LEAVE**

- (1) Subject to the Employer's convenience and the provisions of this clause:
  - (a) The Employer shall grant paid leave of absence to Union representatives who are nominated by the Union to attend short courses relevant to the role of a Union workplace representative, conducted by the Union.
  - (b) The Employer shall grant paid leave of absence to attend similar courses or seminars as from time to time approved by agreement between the Employer and the Union.
- (2) A Union representative shall be granted up to a maximum of five (5) days paid leave per calendar year for trade Union training or similar courses or seminars as approved.
  - (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
  - (b) Where a Public Holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.
  - (c) Subject to subclause (2)(a) of this clause, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
  - (d) Part-Time Employees who are Union representatives shall receive the same entitlement as Full-Time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- (3) Any application by an Employee shall be submitted to the Employer for approval at least four weeks before the commencement of the course unless the Employer agrees otherwise.
- (4) All applications for leave shall be accompanied by a statement from the Union indicating that the Employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority, which is conducting the course.
- (5) A qualifying period of twelve months service shall be served before an Employee is eligible to attend courses or seminars of more than a half-day duration. The Employer may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than twelve months service.
- (6) The Employer shall not be liable for any expenses associated with an Employee's attendance at trade Union training courses.
- (7) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

### **40. JOINT CONSULTATIVE COMMITTEE**

- (1) The parties recognise the need for effective communication to improve the business/operational performance and working environment.



- (2) The parties acknowledge that business and operational decisions will continue to be made by the Employer who is responsible and accountable to the Board for the effective and efficient operation of the business.
- (3) The parties agree that:
  - (a) where the Employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of Employees, the union and Employees affected shall be notified by the Employer as early as possible;
  - (b) for the purposes of discussion the Employer shall provide to the Employees concerned relevant information about the changes, including the effect of the changes on Employees, provided the Employer shall not be required to disclose any information that is confidential;
  - (c) whilst it is recognised that it is the prerogative of the Employer to run its business as it sees fit, in the context of discussions within the Joint Consultative Committee (JCC) the union and Employees are able to contribute input and opinions to inform and assist the Employer in its decision-making process; and
  - (d) the Joint Consultative Committee (JCC) parties are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual.
- (4) The Employer will have a JCC comprising of the Employer or their nominee, Employee nominated representatives and union nominated representatives.
- (5) The JCC will convene within 10 days of a written request being received from either party.
- (6) The JCC will determine its own operating procedures.
- (7) The JCC is not a decision-making body but a forum for consultation and input on issues such as:
  - (a) development of workload management tools within the business;
  - (b) industrial issues;
  - (c) changes to work organisation and/or work practices occurring in the workplace.
- (8) The JCC is not a body for dealing with Employee performance-related issues.

## **41. WORKLOAD MANAGEMENT**

- (1) The Employer is committed to providing a safe and healthy work environment and will not require Employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- (2) The objective of this principle is to ensure workload allocation is fair, manageable and without risk to health and safety.

- (3) The Employer shall take reasonable steps to ensure that Employees:
  - (a) do not work excessive or unreasonable hours;
  - (b) are able to clear annual leave; and
  - (c) are paid or otherwise recompensed with time off in lieu for work as provided for under the Agreement.
  
- (4) Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
  
- (5) All relevant indicators of workload should be monitored. Indicators may include:
  - (a) nature of work;
  - (b) work patterns;
  - (c) environment in which work is performed;
  - (d) volume of work;
  - (e) level of performance;
  - (f) turnover;
  - (g) accident rate;
  - (h) incidence of workers compensation;
  - (i) illness and injury absence;
  - (j) early retirement records;
  - (k) exit information.
  
- (6) Where Employee performance issues are identified, these will be managed in accordance with the Employer's performance management policy and should take into account:
  - (a) training and development;
  - (b) application of skill and competencies;
  - (c) capacity to perform at a required level;
  - (d) individual accountability; and
  - (e) communication and feedback.
  
- (7) Workload issues may be raised and addressed as a function of the joint consultative committee.
  
- (8) With the exception of Employee performance-related issues, where workload issues are identified, a review team agreed by the parties will be convened within 10 days of a written request from either party. Broader consultation of the findings of the review team can be undertaken through the joint consultative committee.

## APPENDIX A – STEWARDS AND ASSOCIATED OFFICIATING ROLES

### APPLICATION

- (1) This appendix will only apply to Employees in officiating and associated roles at racetracks who are involved in maintaining, upholding, supervising and enforcing the industry's probity and integrity standards for fair racing who are required to perform their normal hours of work on a regular basis outside of the ordinary hours of work for non-shiftworkers, including weekdays, nights, public holidays and weekends and shall include roles that involve stewarding, the collection of samples, starting of races (including both starters and barrier attendants), weigh in/out of jockeys, delivery of rider/driver training, investigations, judging and the monitoring of betting and wagering activities.

### HOURS OF WORK

- (2) The ordinary hours of work for Employees covered by this appendix will be:
  - (a) For Full-Time Employees: an average of 38 hours per week over 4 weeks (a total of 152 hours). Employees may be required to work more than 38 hours in one week but less in another. However, over a 4 week period the hours of work will be an average of 38 hours per week; or
  - (b) For Part-Time Employees: the hours to be specified in their contract of employment, which may be averaged over a 4-week period; or
  - (c) For Casual Employees, up to an average of 38 hours per week over a 4-week period.
- (3) Employees who have worked more than their ordinary hours averaged over a 4-week period (e.g. 152 hours for a Full-Time Employee) will be paid overtime as per Clause 10 - Overtime of this Agreement for all hours worked above their ordinary hours in the four week period.
- (4) Employees will be entitled to payments for hours worked as per Clause 9 - Shift and Penalty payments.
- (5) In the event that an Employee covered by this appendix is not afforded a 10 hour break between shifts they will be entitled to a 50% shift penalty for hours worked after the first shift until a 10 hour break occurs. This penalty is payable in addition to any weekend or public holiday penalty which may otherwise apply.

### ANNUAL LEAVE

- (6) In recognition of the specific working requirements entailed in these roles, Employees covered by this appendix, other than Casual Employees, shall be entitled to one week's leave in addition to the Employee's normal entitlement to annual leave. This additional leave is provided in recognition of the 'shiftworker' status of an Employee, and is paid in lieu of (not in addition to) the additional week's leave provided to shiftworkers under Clause 11(4) of this Agreement.
- (7) The provision of the additional week's leave is in recognition that in addition to working shifts encompassing Sundays and Public Holidays, due to the nature of their work requirements, these Employees:

- (a) at times will be unable to take appropriate rest or meal breaks during shifts;
  - (b) at times will be required to attend Tribunal Hearings or otherwise provide information outside their rostered hours of work.
- (8) The Employees covered under this Appendix are excluded from making a claim for payment in compensation for circumstances where the above has occurred.

## APPENDIX B – CALL CENTRE AND MANAGED AGENCY ROLES

### APPLICATION

- (1) This appendix will only apply only to Employees who are defined by the following job classifications:
- (a) **Customer Service Representative** means Employees who provides inbound betting and financial account services to customers via telephone. Employees formally referred to as 'Call Centre' or 'Fixed Odds Betting' in this Appendix would fall under this definition.
  - (b) **Customer Management Representative** means Employees responsible for providing all associated first-line customer management to RWWA's customers and agents, including opening and maintenance processes and managing customer queries and complaints. The role can be further progressed by completing specialisations in the areas of Wagering, Product, and Advanced Account processes.
  - (c) **Managed Agency Employee** means an Employee who works predominately within a RWWA managed agency, including temporary agencies or TAB terminals.
    - (i) **(In charge/Working Alone)** is an Employee required to supervise an agency due to working alone in the agency or in supervision of other Employees. In the event of two or more Employees working a single shift, only one Employee will be designated as In Charge for that shift.
    - (ii) **(Training/Not working alone)** means an Employee working in a managed agency not required to undertake the management of the agency.

### SPAN OF HOURS

- (2) The normal span of hours for all Employees covered by this appendix will be 7am to 12 midnight Monday to Sunday. However, should the Employer decide to vary the span of hours, the Employer will consult with its Employees as per Clause 31 – Ongoing Consultation of this Agreement.

### MINIMUM SHIFT

- (3) An Employee will be rostered for a work period no less than 4 hours.
- (4) An Employee who is engaged for a work period and who commences such work period, shall be paid for a minimum of 4 hours work unless:
- (a) the Employee is ill or requests to leave for personal reasons in which case payment will be made for actual time worked.

- (5) No payment will be made to the Employee if notice has been given at least four hours before the time of commencement of the work period advising the Employee that the Employer is not able to provide work for that work period.

## SALARIES

- (6) Wages due to an Employee, who is employed as Full-Time, Part-Time or Casual, are payable fortnightly in arrears.
- (7) Employees covered by this Appendix will be entitled to wages in accordance with the following tables, the rates are subject to the same annual increases as provided in Clause 34(1) – Salaries of the Agreement:

### (a) Customer Service Representatives

Effective Date	Ordinary rate	Casual rate (inclusive of 25% loading)
Effective from first full pay period on or after 1 September 2024	\$29.19	\$36.49
Effective from first full pay period on or after 1 September 2025	\$30.07	\$37.58
Effective from first full pay period on or after 1 September 2026	\$30.97	\$38.71

### (b) Customer Management Representatives

Effective Date	Ordinary rate		Casual rate (inclusive of 25% loading)	
	CMR – (Trainee)	CMR	CMR – (Trainee)	CMR
Effective from first full pay period on or after 1 September 2024	\$35.45	\$36.61	\$44.31	\$45.76
Effective from first full pay period on or after 1 September 2025	\$36.51	\$37.71	\$45.64	\$47.14
Effective from first full pay period on or after 1 September 2026	\$37.61	\$38.84	\$47.01	\$48.55

### (c) Managed Agency (In Charge/Working Alone)

Effective Date	Ordinary rate	Casual rate (inclusive of 25% loading)
Effective from first full pay period on or after 1 September 2024	\$30.34	\$37.93
Effective from first full pay period on or after 1 September 2025	\$31.25	\$39.06
Effective from first full pay period on or after 1 September 2026	\$32.19	\$40.23

**(d) Managed Agency (Training/Not working Alone)**

<b>Effective Date</b>	<b>Ordinary rate</b>	<b>Casual rate (inclusive of 25% loading)</b>
Effective from first full pay period on or after 1 September 2024	\$26.28	\$32.85
Effective from first full pay period on or after 1 September 2025	\$27.07	\$33.84
Effective from first full pay period on or after 1 September 2026	\$27.88	\$34.85

- (8) Employees covered by this Appendix are entitled to penalties under Clause 9 – Shift Penalties as set out in that clause. In addition, Casual Employees under this Appendix will be entitled to the afternoon shift penalty as set out in clause 9(2) of the Agreement (15% shift penalty paid on all hours of a shift, where that shift is worked Monday to Friday and finishes after 6.30pm, excluding public holidays). For the avoidance of doubt, shift penalties paid to Casual Employees under this Appendix are paid in addition to, but not compounded on, the casual loading of 25%.

**CASUAL EMPLOYEES**

- (9) The following clauses apply only to casual Employees:

**(a) GENERAL TERMS**

- (i) A casual Employee shall be informed that their employment is casual and that they have no entitlement to paid leave, with the exception of long service leave, compassionate leave, jury duty leave and emergency services leave before they are engaged.
- (ii) Nothing in this clause shall confer "permanent" or "maximum/fixed term contract" Employee status to a casual Employee.

**(b) HOURS OF WORK FOR CASUAL EMPLOYEES**

- (i) Time worked up to 7 hours and 36 minutes on any day is not to be regarded as overtime but an extension of the contract hours for that day and should be paid at the normal rate of pay.
- (ii) Casual Employees may at a time convenient to the Employer elect to be absent for a period of not more than five weeks in any calendar year. Such absence shall not break the continuity of service. The period of absence may not be less than one week at a time. The entitlement to be absent is not cumulative and casual Employees cannot make themselves absent for a greater period than provided in this clause without breaking the continuity of service.

**(c) EMPLOYEE ROSTERING**

- (i) Shift rosters will be prepared taking into account both the Employer's business needs and Employee's skill levels necessary to

perform the operational functions. Where possible, Employee preferences in line with established processes will be considered.

(ii) Employees will be required to make themselves available to work rostered hours as requested by the Employer.

(iii) An Employee must give notice to their Manager of their unavailability prior to the roster being finalised.

(iv) Rosters are to be published 3 weeks in advance unless delayed by circumstances beyond the operational control of the Employer.

(v) When a shift becomes available during a rostering period the additional available hours will be offered to Employees who have had their hours “reduced” during that rostering period due to unforeseen circumstances in line with their nominated availability and within the allocated skills required to meet the business offering.

(d) SUNDAY SHIFTS

(i) Sunday work continues to be an extra shift and Sunday rosters are to be filled on a separate cyclical rostering arrangement.

(ii) Where a rostered Sunday shift is not required by the Employee, the shift may be “swapped” for another shift or given away to another Employee within their allocated skill group.

(e) PUBLIC HOLIDAY SHIFTS

(i) Public Holiday rosters are to be filled on a cyclical rostering arrangement.

(ii) Where a Public Holiday shift is not required by the Employee, the shift may be “swapped” for another shift in accordance with subclause (9)(f) or given away to another Employee within their allocated skill group.

(f) SHIFT SWAPPING

(i) Whilst each Employee is responsible for working shifts as rostered, Employees are able to swap shifts as per the following conditions:

1. Once a shift swap is agreed between the parties, the Team Leader must be advised to arrange rostering amendments;
2. Where practicable double shifts (as approved) may have a minimum 30 minutes break between shifts where the overall shift time exceeds 8 hours.

(g) BREAKS

(i) Casual Employees are entitled to an unpaid meal break for a period of at least twenty (20) minutes. The timing of any such break will be



determined by the Employee's manager or supervisor unless otherwise agreed between the parties.

- (ii) A casual Employee may request an unpaid meal break period greater than twenty minutes, however the approval of a greater period is at the discretion of the Employee's manager. Such approval will not be unreasonably withheld.
- (iii) Where managed agency Employees are working alone and not able to take the appropriate breaks, the breaks will be paid in addition to the hours worked.
- (iv) Casual call centre Employees will be entitled to paid rest breaks as follows:

<i>Shift Duration</i>	<i>Rest Break</i>	<i>Total</i>
Up to 4 hours	2 x 5	10 minutes
4 to 6 hours	3 x 5	15 minutes
Over 6 and up to 8 hours	4 x 5	20 minutes

#### (h) OVERTIME

- (i) Employees who work in excess of 152 hours in a four week period will receive the applicable overtime payment as per Clause 10 - Overtime of the Agreement for the hours worked in excess.
- (ii) Employees who are required to work outside of the span of hours as prescribed in clause 2 of this Appendix will receive the applicable overtime payment as per Clause 10 - Overtime of the Agreement for only the hours worked outside of the span of hours.
- (iii) The loadings and overtime rates prescribed in Clause 9 – Shift Penalties & Payments and Clause 10 - Overtime of this Agreement are not cumulative. If an Employee is entitled to more than one overtime rate or shift loading, they will be paid the highest single overtime rate or shift loading applicable to the period of time worked.

#### (i) ALLOWANCES AND REIMBURSEMENTS FOR CASUAL EMPLOYEES

- (i) The allowances and reimbursements provided in the Agreement shall not apply to casual Employees, unless specified in this Appendix. However, where expenses are directly and necessarily incurred by a casual Employee in the ordinary performance of their duties, he/she shall be entitled to reimbursement in accordance with the provisions of this Agreement.

#### (j) COMPASSIONATE LEAVE

- (i) Casual Call Centre and Managed Agency Employees are entitled to two days compassionate leave as per Clause 13 - Compassionate Leave of this Agreement

(ii) Payment for compassionate leave will be the equivalent of the shift that the Employee was rostered to work.

(iii) Casual Employees are only entitled to payment for compassionate leave if the Employee has been rostered to work on the day/s compassionate leave has been requested.

(k) LONG SERVICE LEAVE

(i) Where a casual Employee has completed 10 years of continuous employment the amount of leave the Employee is entitled to is as follows;

1. After 10 years of service, 8 and 2/3 weeks of long service leave;
2. Thereafter, each 5 years of continuous employment completed, 4 and 1/3 weeks long service leave.

(ii) The number of weeks LSL accrued is calculated based on the Employee's average hours worked during the entire accrual period.

(iii) The ordinary rate of pay for a casual Employee is the base hourly rate of pay including applicable casual loading, and excluding allowances or penalties.

(iv) For the purposes of determining an Employee's long service leave entitlement, the expression "continuous service" includes any period during which the Employee is absent on full pay, part pay or absence as provided in subclause (9)(b)(ii) in this Appendix , but does not include:

1. any period exceeding two weeks during which the Employee is absent on leave without pay, or any portion of unpaid parental leave;
2. any period of service that was taken into account in ascertaining the amount of a lump sum payment in lieu of long service leave;

(v) The parties agree that some Employees may have accumulated long service leave or have different arrangements in this clause due to having their employment transferred to the Employer as a result of the formation of RWWA. The entitlements for these Employees shall remain as per their contract of employment.

(vi) Long Service Leave shall be taken within three years of it becoming due a time agreed between the Employer and the Employee. The Employer will not unreasonably refuse an application to take long service leave and may approve the deferment of long service leave in exceptional circumstances and such approval will not be unreasonably refused.

(vii) On application to the Employer, a lump sum payment equivalent of any:

(viii) long service leave entitlement for continuous service, as provided this clause may be made in special circumstances.

(ix) pro rata long service leave, based on continuous service of a lesser period than that provided in subclause (i) and (ii) of this clause for a long service leave entitlement, shall be made:

1. to an Employee who retires on the grounds of ill health, if the Employee has completed not less than 12 months continuous service before the date of retirement; and
2. in respect of an Employee who dies, if the Employee has completed not less than 12 months' continuous service before the date of death.

(x) The calculation of the amount due for the lump sum referred to in subclause (x) of long service leave accrued, and for pro rata long service leave, shall be made at the rate of salary of an Employee at the date of retirement or resignation or death, whichever applies.

(xi) An Employee who has elected to retire at, or over, the age of 55 years, and who will complete not less than 12 months continuous service before the date of retirement, may make application to take pro rata long service leave before the date of retirement.

(xii) A Full-Time Employee who, during a qualifying period towards an entitlement of long service leave, was employed continuously on either a Full-Time or Part-Time basis may elect to take a lesser period of long service leave calculated by converting the Part-Time service to equivalent Full-Time service.

(I) PRESERVATION OF REDUNDANCY ENTITLEMENTS FOR CASUAL EMPLOYEES EMPLOYED PRIOR TO 9 JULY 2011

(i) On retrenchment, casual Employees employed prior to 9 July 2011 will continue to be eligible for severance as follows:

Employee status	Preserved Redundancy Entitlement	
	Period of continuous service	Termination payment
Casual Employees employed prior to 9 July 2011	<i>1 year or more</i>	<i>2.5 weeks for each year of completed service (up to a maximum total of 52 weeks)</i>

This subclause does not intend that casual Employees are permanent Employees for the purposes of any other employment provisions (for example, personal leave, public holidays or annual leave) applicable to permanent Employees.

- (ii) Severance pay based on the preserved entitlement in subclause (9)(l)(i) will be based on the Employee's average hours worked, and paid at the applicable rate of pay received, over the previous 12 month period prior to the actual date of termination (i.e. average hours worked and average hourly rate of pay received).
  
- (iii) Where a casual Employee who is eligible for a preserved redundancy entitlement at subclause (9)(l)(i) has been offered and accepted a permanent position covered under this Agreement, the preserved redundancy entitlement will be frozen at the time the Employee commences in the permanent position. The preserved redundancy entitlement will be calculated as provided in subclause (9)(l)(ii).

## APPENDIX C – TAB RADIO & CONTENT CREATION

### APPLICATION

- (1) This Appendix will apply to all Employees engaged by the Employer to work within the Employer's TAB Radio Department (as replaced or amended from time to time) and in content creation, including those engaged to work in an on air, creation, production, administration or support capacity. For the avoidance of doubt, this Appendix is intended to cover all Employees who were covered under the previous TAB Radio Agreement 2021. This Appendix does not apply to Race Callers, who are not covered under the terms of this Agreement.

### DEFINITIONS

- (2) The following definitions apply to this Appendix:
- (a) **OFF-AIR PRODUCER** means an Employee who provides support to the Presenters of TABradio programs in arranging/organising shows including guests and content, background research of information in accordance with the On Air programme requirements, recording voice overs and interviews/previews and managing social media posts for TABradio shows. Whilst primarily engaged in an off-air capacity, Employees in this role may go On Air on occasion for brief periods. This position was previously titled 'Breakfast Producer' under the TAB Radio Agreement 2021.
  - (b) **ON AIR** means live transmission of radio content, including racing previews, race descriptions, tote calls and dividends, playing of commercials.
  - (c) **PRESENTER** means an Employee in charge of operating the TABradio broadcast console including the broadcasting of racing previews, race descriptions, tote calls and dividends, playing of commercials (including "live reads" and voice overs for commercials), overseeing race previews and relevant interviews, liaison with RWWA Wagering Operations Centre Employees (for scratching's, jockey changes, time changes), liaison with local Race Callers on course, the pre-recording of racing previews and interviews and any other on air promotional activity as directed by management. Recording of race clashes and replaying at a timely and suitable time. While undertaking the function of Presenter, they are responsible for the supervision of studio Employees engaged in the role of Race Day Producer.
  - (d) **RACE DAY PRODUCER** means Employees engaged to assist Presenters in collating information for live and recorded content, including racing previews, race calls, tote announcements, dividends, and commercials. It requires coordination with Race Callers, RWWA staff, Wagering Operations, and social media teams. Duties include overseeing race previews, coordinating interviews, prerecording content, sound editing, archiving, and podcasting. The role also demands active social media engagement for audience interaction and information dissemination.

## HOURS OF WORK

- (3) The normal span of hours for Employees covered by this Appendix will be 5am to midnight (12am) Monday to Sunday. By agreement with their manager, an Employee's individual span of hours may be extended by 30 minutes on either side of these hours.
- (4) The ordinary hours of work for a full time Employee will be 38 hours per week, plus reasonable additional hours. Reasonable additional hours will be paid in accordance with Clause 10 – Overtime.
- (5) The ordinary hours of work for a Part-Time Employee are as follows:
  - (a) the ordinary hours of work shall be confirmed in writing and shall specify the ordinary roster of the Employee including start and finish times;
  - (b) the Employee's ordinary hours may be temporarily extended by agreement with their manager, allowing a Part-Time Employee to work their ordinary hours across a maximum of 5 days per week or 7.6 hours per day; and
  - (c) subject to the requirements of Clause 31 – Ongoing Consultation the Employer may vary the Employee's ordinary roster by providing 1 month's written notice, provided the Employer shall not vary the Employee's total weekly hours of duty without the Employee's prior written consent.
- (6) The ordinary hours of work for a Casual Employee shall be all hours worked within the span of hours listed at clause 3 of this Appendix.
- (7) Ordinary hours shall not exceed 8 consecutive hours per day (exclusive of meal breaks).
- (8) The Employer may extend the span of hours listed at subclause (3) of this Appendix as required operationally from time to time, noting that any hours worked outside of the normal span in such circumstances would be paid at time and a half.

## ROSTERING ARRANGEMENTS

- (9) Rosters will be provided to Employees setting out the shift arrangements for a minimum period of 7 days. Rosters are to be provided a minimum of 7 days in advance but will be provided 14 days in advance where operationally possible.
- (10) Employees may arrange to exchange shifts with one another in a particular roster, subject to operational requirements and the approval of the Employer, provided that any excess hours work shall not attract the payment of overtime unless management has given prior approval for this to occur.
- (11) The Employer's operational requirements will remain the paramount consideration in rostering requirements. Notwithstanding this, the Employer will undertake its best endeavours to ensure (where possible and subject to these operational requirements):

- (a) rosters do not conflict with an Employee's outside duties as a race caller or content provider; and
  - (b) a minimum of three Presenters and two Race Day Producers will be rostered each day, Monday to Friday.
- (12) Where an Employee is called in to undertake a non-rostered shift without at least 24 hours' notice, the Employee will receive a penalty rate of fifty percent (50%) in addition to their ordinary rate of pay for the duration of that shift.

## TERMS OF EMPLOYMENT

- (13) The minimum period of engagement per shift for Employees covered under this Appendix on any day, including Sundays and Public Holidays, is 4 hours.
- (14) An Employee may work a maximum of 5 ordinary On Air hours per day. All On Air hours in excess of this shall be paid at a rate of time and a half for each quarter of an hour or part thereof completed.
- (15) Where an Employee is rostered to work On Air, they will be entitled to attend their shift for a minimum of 15 minutes prior (in the case of a Presenter) or 10 minutes prior (in the case of a Race Day Producer) for the purpose of studying race day sheets and any other relevant information pertaining to their shift prior to going On Air. Preparation time will be payable for the time the Employee is present at work and preparing for their shift.
- (16) Where an Employee is required to attend a management-initiated meeting outside of their rostered shifts, they shall:
- (a) If the meeting is scheduled on their rostered day off, be paid a minimum of 2 ordinary hours; or
  - (b) If the meeting is scheduled immediately before or after their rostered shift, be paid for the length of the meeting at the ordinary rate of pay as if the meeting formed part of their shift.

## RATES OF PAY & CLASSIFICATIONS

- (17) The ordinary rate of pay for all Employee's covered by this Appendix shall increase per year in accordance with the terms set out in Clause 34 - Salaries.
- (18) The ordinary rate of pay for all Employee's covered by this Appendix shall be as set out in the table or subclause (19) below:

	Aug 2024*	September 2024	September 2025	September 2026
<b>Full-Time / Part Time</b>				
Presenter	\$49.25*	\$50.73	\$52.25	\$53.82
Race Day Producer	\$35.20*	\$36.26	\$37.34	\$38.46
Off-air Producer**	\$44.60*	\$45.94	\$47.32	\$48.74

Casual (inclusive of 25% casual loading)				
Presenter	\$61.58*	\$63.43	\$65.33	\$67.29
Race Day Producer	\$44.00*	\$45.32	\$46.68	\$48.08
Off-air Producer#	\$55.75*	\$57.42	\$59.15	\$60.92

*\*rates are higher than the applicable rates set out in the now superseded TAB Radio Agreement 2021 and are intended to reflect the actual rates applied to these positions as at August 2024.*

*#previously titled 'Breakfast Producer' under the now superseded TAB Radio Agreement 2021*

- (19) Any Employee covered by this Appendix employed in a role other than those listed in the table above will be paid in accordance with their applicable grade and in accordance with the rates of pay set out in Clause 34 – Salaries.
- (20) Employees covered under this Appendix will be entitled to penalty rate payments as set out in accordance with Clause 9 – Shift and Penalty Payments of the Agreement. In addition, Casual Employees under this Appendix will be entitled to the morning shift penalty as set out in clause 9(2) of the Agreement (15% shift penalty paid on all hours of a shift, where that shift is worked Monday to Friday and commences before 7.00am, excluding public holidays)

#### **PRESERVED REDUNDANCY ENTITLEMENTS**

- (21) Where an Employee is covered by this appendix and their position is made redundant, they will be entitled to redundancy payments as set out in Clause 28 – Redundancy and Retrenchment of the Agreement, or in accordance with the following preserved redundancy provision, whichever is higher, capped at a maximum of 52 weeks.

##### **Preserved Redundancy – TAB Radio Employees**

- (a) This preserved redundancy entitlement shall only apply to permanent Employees who commenced prior to 10 October 2012. Employees who commenced with RWWA after 10 October 2012 and Casual Employees are not entitled to the provisions in this clause.
- (b) A permanent Employee who commenced with the Employer prior to 10 October 2012 will be entitled to a redundancy payment of 2.5 weeks for each completed year of service, frozen as at 8 October 2015, capped at a maximum of 52 weeks' pay.



\_\_\_\_\_  
Signature

**IAN EDWARDS**

\_\_\_\_\_  
Name of Signatory

**14 HASLER ROAD, OSBORNE PARK WESTERN AUSTRALIA 6017**

\_\_\_\_\_  
Address of Signatory

**CHIEF EXECUTIVE OFFICER**

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

Signed for and on behalf of the Community and Public Sector Union (CPSU):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Signatory

**LEVEL 5, 445 HAY STREET, PERTH WESTERN AUSTRALIA 6000**

\_\_\_\_\_  
Address of Signatory

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

Signed for and on behalf of the Media, Entertainment and Arts Alliance (MEAA):

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Signature

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Name of Signatory

**245 Chalmers Street Redfern NSW 2016**

Address of Signatory

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Position

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Date