

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

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

Australian Municipal, Administrative, Clerical and Services Union

and

**Tabcorp Holdings Ltd
(AG2005/6776)**

**wgnetstart_docassoc_0TABCORP - AUSTRALIAN SERVICES UNION
COMPUTER OPERATIONS
CERTIFIED AGREEMENT 2005**

Clerical industry

SENIOR DEPUTY PRESIDENT KAUFMAN

MELBOURNE, 8 DECEMBER 2005

CERTIFICATION OF AGREEMENT

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

This agreement shall come into operation on 8 December 2005.

BY THE COMMISSION:

SENIOR DEPUTY PRESIDENT

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the bigger better game

TABCORP
AUSTRALIAN SERVICES UNION

COMPUTER OPERATIONS
CERTIFIED AGREEMENT 2005

CLAUSE 1 TITLE

This agreement shall be known as the Tabcorp - Australian Services Union Computer Operations Certified Agreement 2005.

CLAUSE 2 ARRANGEMENT

The Agreement is as follows:

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Appendix A Provisions of the Tabcorp - Australian Services Union Wagering Operations (Computer Centre) Agreement 2001-2002 that have been amended in this Certified Agreement.

Appendix B New Provisions.

CLAUSE 3 APPLICATION

This Agreement shall apply at the Tabcorp Victorian Computer Operations Centre and apply exclusively to those persons who work as operations employees in the Computer Operations Centre and who are engaged in activities covered by the Tabcorp Wagering Employees Award 2003.

CLAUSE 4 PERSONS BOUND BY THE AGREEMENT

The persons bound by the agreement:

- (a) Tabcorp Holdings Limited (Tabcorp)
- (b) Tabcorp Holdings Limited, Computer Centre employees as described in Clause 3.
- (c) Australian Services Union - MEU/Private Sector Victorian Branch and its members.

CLAUSE 5 DATE AND PERIOD OF OPERATION

This agreement shall operate from 1 January 2005 and remain in force until 31 August 2007.

CLAUSE 6 RELATIONSHIP TO PARENT AWARD AND PREVIOUS AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the Tabcorp Wagering Employees Award 2003 (the Award) as varied during the life of this Agreement. If the award is varied during the life of the agreement as a result of award simplification or amendment to the Workplace Relations Act 1996, and such variation was not agreed between the parties to this agreement, prior to the employer varying any term/condition as outlined in this Certified Agreement, the employer will discuss the matter with the employees affected and the ASU and shall attempt to reach agreement on the matter. If agreement cannot be reached, the parties agree that the matter may be dealt with under the dispute settling provision of this agreement.

The agreement shall also be read in conjunction with Tabcorp-Australian Services Union Wagering Operations (Computer Centre) Certified Agreement 2003 and the Tabcorp/Australian Services Union (Computer Centre) Certified Agreement 2001 certified before the Australian Industrial Relations Commission between the parties relating to Wagering Operations (Computer Centre) - provided that all rights, accrued entitlements, obligations and liabilities under the previous agreement for all parties bound by the agreement are maintained and preserved as a condition of this agreement. This agreement shall prevail to the extent of any inconsistency relating to the previous agreement or the Award.

CLAUSE 7 TRANSMISSION OF BUSINESS

If during the life of this agreement the business (including part of the business) is transmitted from Tabcorp (the employer - the transmitter) to another employer (transmittee) (whether such transmission is immediate or not and an employee who at the time of such transmission is an employee becomes an employee of the transmittee),

(a) The continuity of service of the employment of the employees will be deemed not to have been broken by reason of such transmission for all purposes.

(b) The period of employment that the employee has had with the transmitter will be deemed to be service of the employee with the transmittee (for all purposes, including the calculation of redundancy payments).

Any employee not taken on by the transmittee will be considered by Tabcorp to be redundant and as such the redundancy clause of this agreement will apply.

CLAUSE 8 OBJECTIVES OF THE AGREEMENT AND MEASURES TO INCREASE THE PRODUCTIVE PERFORMANCE OF THE ENTERPRISE.

The matters agreed between the parties bound by this agreement are included as Appendix B.

CLAUSE 9 WAGES

Wage Increase

All employees shall receive a 4% wage increase on their actual base rate of pay, effective the first full pay period on or after (ffppoa) 1 January 2005.

All employees shall receive a 4% wage increase on their actual base rate of pay, effective the ffppoa 1 September 2005.

All employees shall receive a 2% wage increase on their actual base rate of pay, effective the ffppoa 1 September 2006. A further 2% wage increase is applicable, linked to the Performance Development Review (PDR) as at the ffppoa 1 September 2006 for the PDR period from 1 September 2005 to 31 August 2006.

If the employee achieves a rating of 3 (On Target) or higher in the PDR process at 1 September 2006,

they will receive the full 2% of the at risk wage increase.

There shall be no further wage increases during the life of this agreement.

This wage table represents the minimum base salary for each classification as outlined below:

Level	1/1/04	1/1/05	1/9/05	1/9/06	1/9/06 (at risk)
Trainee Operator			\$35,000		
Operator	\$38,372	\$39,907	\$41,503	\$42,333	\$42,333 + \$847
Senior Operator	\$43,170	\$44,897	\$46,693	\$47,627	\$47,627 + \$953
Shift Supervisor	\$50,365	\$52,380	\$54,475	\$55,565	\$55,565+ \$1111

CLAUSE 10 ROSTERED DAYS OFF (RDO'S)

Members of the Computer Operations team, employed on the roster cycle, are entitled to Rostered Days Off at the rate of one (1) per calendar month.

Rostered Days Off (RDO) must be taken within the 12 week cycle and not accrued.

RDO's are to be put on the roster by the Manager Data Centre Operations (MDCO) and any modification to this requires approval by the MDCO.

CLAUSE 11 SUPERANNUATION

It has been agreed between the parties that employees of the Computer Operations team can have a choice of Superannuation Fund, in line with legislation.

Superannuation contributions will be automatically paid in the Tabcorp Superannuation Fund, unless otherwise notified in writing.

CLAUSE 12 NO EXTRA CLAIMS

It is a term of this Agreement that the Union and each of the employees bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in clause 5 of this agreement.

CLAUSE 13 AVOIDANCE OF INDUSTRIAL DISPUTES

The parties to this Agreement shall observe the following Avoidance of Industrial Disputes procedure.

It is the intention of this procedure to, wherever possible, resolve by consultation and negotiation between the parties any dispute or grievance that may arise as a result of, or during the life of, this agreement.

In so doing, it is recognised that disputes are resolved as close as possible to the Computer Operations (Computer Centre) Department level. Wherever possible, dispute avoidance or resolution will be encouraged at the operational level.

Issues of concern will be fully and openly discussed and options for resolution shall be explored at each stage of the process.

Any dispute, grievance or claim as to the application of this agreement or related matters shall be settled in the following manner:

- (i) The matter shall be raised by the employee with her/his immediate supervisor as soon as possible.
- (ii) If the matter remains unresolved, the employee shall raise the matter with the Manager/Supervisor. All employees shall have, as of right, the ability to seek the assistance of and presence of an accredited ASU Delegate in these discussions.
- (iii) If the matter is still not resolved, there shall be a 7day "cooling-off" period. During this time the Union shall be notified of all matters unresolved and shall seek discussions with the appropriate Tabcorp officers with a view to resolution of the issue as expeditiously as possible. Except where a bona fide occupational health and safety issue is identified, work shall continue as normal.
- Where it is agreed there is an existing work practice, work shall continue in accordance with that work practice. A party shall not be prejudiced as to final settlement by the continuation of work in accordance with this sub-clause.
- (iv) If the dispute is not settled or satisfactory progress towards resolution is not made at the end of the "cooling-off" period, it shall be referred by either party to the Australian Industrial Relations Commission. The parties agree to abide by the determinations and procedures of the Commission.
- (v) If any matter likely to cause dispute comes to either party's attention they shall raise it directly with the other party.

CLAUSE 14 REDUNDANCY

In the event that a role or position becomes redundant, such redundancy will be processed in line with the Tabcorp Policy prevailing at the time of the redundancy.

CLAUSE 15 JURY SERVICE

Operators who are required to attend for jury service will be released from their normal roster and receive full pay, according to the terms of this policy. Operators will be paid the difference between the Jury Service pay and the pay they have forfeited by attending Jury duty.

Attending court each day as a juror is seen as a full-time occupation and therefore operators will not be required to attend any rostered shift on the night before, or the day that they have attended court. Nor will any operator be expected to work over the weekend if they have been on Jury Service all the preceding week. For this purpose, the definition of all week is having served on Jury Duty each day Monday through to Friday.

If there are days during the trial when the jury is not required to attend, jurors are usually able to return to work. In this case, operators would be expected to work their rostered shifts on these days.

CLAUSE 16 LEAVE MATTERS

Long Service Leave

The six-week period that is required to be taken as part of Maternity Leave and occurring after the date of Certification will be included when calculating entitlement to Long Service Leave.

CLAUSE 17 SUPPORT FOR NEW TECHNOLOGY

The union and employees have always displayed support for the introduction of new technology and product innovation at Tabcorp. In the new competitive environment that Tabcorp finds itself, this support is more important than ever. The Union was instrumental in the formation of the Technological Change

Committee established to achieve just that. The Union and employees agree to continue to support the introduction of new technology subject to the following-

- * Full consultation and provision of information from Tabcorp to the Union and employees affected about proposals under investigation, trial, and implementation as per current practice.
- * The provision of adequate training and skills development associated with any introduction of new technology or systems.
- * The union may make a work value claim to the Australian Industrial Relations Commission in circumstances where any new system of technology so fundamentally alters the nature of employment within the Retail sector so as to constitute such a claim.

CLAUSE 18 INTRODUCTION OF CHANGE AND CONSULTATION

a) Duty to Notify

- i) Where Tabcorp has made a definite decision to introduce major changes in production, program, Organisation, structure or technology that are likely to have significant effects on employees, Tabcorp shall notify the employees who may be affected by the proposed changes and the ASU.
- ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Tabcorp workforce covered by this agreement or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any matters referred to an alteration shall be deemed not to have significant effect.

b) Duty to discuss Change

- i) Tabcorp shall discuss with the employees affected, nominated ASU delegates and if needed the ASU Officials, the introduction of any of the changes referred to in subclause (a) above, including the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such change on employees and shall give prompt consideration to matters raised by the employees and / or the ASU representatives in relation to changes.
- ii) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a).
- iii) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and the ASU all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that Tabcorp shall not be required to disclose confidential information the disclosure of which would be inimical to Tabcorp's interests.

CLAUSE 19 RENEGOTIATION OF AGREEMENT

The parties to this agreement will commence renegotiation of the next agreement no later than three months prior to the nominal expiry date of this agreement.

APPENDIX A

Provisions of the 2001-2002 Certified Agreement, which have been amended and included in the 2005 Agreement.

1. HIGHER DUTY ALLOWANCE

Senior Operators shall be eligible for the higher duties allowance whenever a Shift Leader is absent on duly authorised paid or unpaid leave for a period of two or more consecutive shifts. This Relief in Higher Duties Allowance will be paid at the rate of 10% of the employees base salary, plus any relevant shift penalties.

APPENDIX B

New provisions

1 ROSTER PROVISIONS

It has been agreed between the parties that the existing 12 week roster of three (3) days on, three (3) days off, 12 hour shifts of 7am to 7pm and 7pm to 7am would continue for the life of this Agreement. This roster pattern is the basis of the roster arrangement which will apply for the Computer Operations team. However, because it takes no account of leave and other absences, skill requirements at particular times, other needs of the business or the needs of the staff, the parties agree that it will need to be modified from time to time.

- * Rostered Days Off (RDO) must be taken within the 12 week cycle and not accrued.
- * RDO's to be put on the roster by the Manager Data Centre Operations (MDCO) and any modification to this requires approval by the MDCO.
- * The Roster is the responsibility of and is to be managed by the MDCO.
- * All TOIL, swaps, annual and long service leave and overtime to be approved by MDCO prior to occurring.
- * Shift leaders or team members do not have the authority to make modifications to the roster.

A 12 week seven day rotating roster has been developed and will be maintained by the MDCO. This roster pattern is attached as an appendix (Appendix C) will form the basis of the roster arrangement.

2. PERFORMANCE AND DEVELOPMENT REVIEW PROGRAM

It has been agreed by the parties to implement the Performance and Development Review (PDR) Program for Computer Centre employees, in line with Tabcorp policy, during the life of this agreement. The aim of the PDR Program is to assist both Computer Centre Management and employees to establish clear and specific performance standards as well as to determine action to be taken regarding development needs and career aspirations.

3. POSITIONS WITHIN THE COMPUTER CENTRE

It has been agreed between the parties that the following structure will be followed within the Computer Operations team:

- * Shift Leader
- * Senior Operator
- * Operator
- * Trainee Operator

There will be no further wage increases during the life of the agreement over and above the outcomes agreed to in Clause 9 - Wages.

SIGNATORIES

Signed For the Australian Services Union.

NAME:

Dated this day of 2005.

Signed for Tabcorp Holdings Limited.

NAME:

Dated this day of 2005.