

AW799775 [looseleaf version]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

TABCORP ON-COURSE TOTALIZATOR EMPLOYEES INTERIM AWARD 1994

Note: This award has been superseded by the **TABCORP Wagering Employees Award 2003 [AW823411]**

Note: This award has been set aside by **PR930224 from 09Apr03**

This award as varied to 9 April 2003 (variation PR930224) comprises pages:

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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1988

s.111(1)(b) application for consent award

**Australian Municipal, Administrative, Clerical
and Services Union**
(C No. 30766 of 1994)

**TOTALIZATOR AGENCY BOARD OF VICTORIA ON-COURSE
TOTALIZATOR EMPLOYEES INTERIM AWARD 1994**

Clerical employees Clerical industry

DEPUTY PRESIDENT MAHER MELBOURNE, 22 DECEMBER 1994

Wages and conditions

AWARD

1 - TITLE

[1 substituted by V001 from 10Dec94]

This award shall be known as the TABCORP On-Course Totalizator Employees Interim Award 1994.

2 - INCIDENCE

(a) This award shall come into operation on and from the beginning of the first pay period which commenced on or after 22 July 1994 and shall remain in force for a period of six months.

(b) This award shall be binding upon:

(i) The Australian Municipal, Administrative, Clerical and Services Union (AMACSU).

[2(b)(ii) varied by V001 from 10Dec94]

(ii) The TABCORP Holdings Ltd in respect to the occupation of a person or persons employed in or in connection with the operation of a totalizator throughout the State of Victoria on:

(1) a racecourse in connection with a race meeting;

2 - Incidence (b)(ii) - contd

(2) ground in connection with dog racing,

other than persons employed in the mechanical maintenance of such totalizator.

3 - ARRANGEMENT

[3 amended by V001 V002 V003 V003a]

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4 - DEFINITIONS

(a) Clerical assistant (replaces runner/money counter).

Summary of duties

Responsible to supervisor for duties of a routine nature at the base grade clerical level. Works under direct supervision. Decisions are of a routine operating or clerical nature within defined procedures for guidance. No opportunity to influence others, and no responsibility for supervising other employees. Incumbent will often be a trainee to the clerical level. Limited accountability and responsibility.

Specific tasks

Assist in day-to-day basic chores as required or engaged in related wagering activities.

May undertake basic duties such as posting race day information, other promotional material, maintaining tidiness of the physical environment, delivery and messenger work, and money counting. May take bets from the general public in a training session under direct supervision.

Previous experience and training

No previous work related experience or knowledge required. No prior training required.

Education and skills - RESERVED.

(b) Clerk (replaces sell/pay terminal operator/assistant banker).

Summary of duties

Works under general supervision on general clerical duties.

Decisions are routine and involve clearly defined choices supported by precedent. Difficult, complex or unusual matters are usually referred to a more senior authority. Limited in job contact outside of own department, not involved in problem solving, influence on others is limited. Works within established routines, methods and procedures. Does not provide any training or supervision of others. Responsible and accountable for work performed.

Specific tasks

Sells bets to the general public or engaged in related wagering activities. Performs general office work which includes, but is not limited to the following duties: telephonist, reception/enquiries, data entry, client and/or public contact, cash reconciliation and control, other clerical duties of a general nature.

4 - Definitions (b) - contd

Notwithstanding the above, an employee at this level may be required to perform any or all of the duties of lower paid classifications.

Previous experience and training

Previous in-house training and experience would be desirable.

Education and skills - RESERVED.

(c) Senior clerk (replaces VDU operator (control), house banker, administration clerk).

Summary of duties

Under general supervision, provides a skilled service requiring clerical or secretarial experience or training.

Responsible for limited supervision and guidance within clearly defined guidelines of a small group of employees who are engaged in routine duties.

Decisions are generally routine and involve choices supported by precedent. Difficult, complex or unusual matters are usually referred to a more senior authority. May recommend decisions on day-to-day matters.

May participate with own section staff, assisting in solving operational problems from within established precedents, but job contact usually limited to own section. Responsible and accountable for work performed. May perform semi-specialist function or specialist duties at a trainee level.

May provide a leading hand role to clerks or clerical assistants.

Specific tasks

May provide a semi-specialist function or specialist duties at a trainee level.

Assists officers and senior officers as required.

Performs specialist clerical office work which includes but is not limited to the following duties: accounting duties, race day control data entry and general race day control functions, banking duties assigned to particular identified selling areas.

Notwithstanding the above, an employee at this level may be required to perform any or all of the duties of a lower paid classification.

4 - Definitions (c) - contd

Previous experience and training

Possesses extended clerical experience which would not normally be obtained without a minimum of two or three years on the job. Responsibilities require the application of basic trade, technical or clerical skills which require some previous training and work experience.

Education and skills - RESERVED.

(d) Officer (replaces house supervisor, banker/supervisor).

Summary of duties

Under general supervision, in charge of an operational unit and responsible for its operations on a day-to-day basis, or under general supervision provides a specialist or technical service requiring specialised or sub-professional training and/or equivalent experience.

Performs a team leader or foreman's role within the unit. Decisions relate to day-to-day matters and to the achievement of pre-determined objectives. Has freedom of action within operational limits. Participates with other section staff in solving operational problems and has regular contact with other sections on routine matters to furnish or obtain information. Responds to or contacts clients to achieve delivery of service or to solve routine operational problems of a non-technical nature.

Decisions would have some impact on productivity of the enterprise. For example, temporary reduction in services, a serious complaint from client, temporary increase in workload for the group.

Specific tasks

Performs supervisory duties, co-ordinates duties of sub-ordinates or engaged in related wagering activities.

Supervisor of an operational unit, or a specialist officer within those units.

May provide in-house training to own staff. Plans own work schedule within routine operational guidelines.

Duties may include, but are not limited to senior accounting functions and computer operations.

Notwithstanding the above, an employee at this level may be required to perform any or all of the duties of a lower paid classification.

4 - Definitions (d) - contd

Previous experience and training

Substantial practical experience or advanced training would normally be required. Requires knowledge of own section and relationship to other sections. In-house and external training could be provided to supplement existing experience and training.

Education and skills - RESERVED.

(e) Senior officer (replaces administration supervisor, raceday control supervisor).

Summary of duties

Under limited supervision, in charge of a number of operational units on a day-to-day basis, or providing a senior specialist role in a business discipline.

Responsible for planning and controlling a number of activities to achieve objectives which are limited in scope or providing a technical service which assists a manager achieve objectives which are broad in scope.

Recommends on operating decisions which call for considered judgement and original thinking that will have a noticeable effect on the organisation.

Participates with employees in other departments on operational or procedural issues e.g. to gather or provide information and implement club policies as directed or authorised.

Overall performance or errors in judgement may have a noticeable effect on the results achieved by a department but would be unlikely to have any impact on the results of the organisation as a whole, because at this level errors are recoverable.

Not responsible for medium to long term planning or budget control. Matters relating to disciplinary action of staff are referred to the manager for direction.

May recommend on the application of analytical or technical skills of a specialised nature, but limits are placed on the degree of originality which can be implemented without reference.

Is aware of emergency procedures and capable of implementing these effectively.

Has a working knowledge of Totalizator Regulations On-Course.

"Noticeable" in this context includes an increase in the number of complaints from clients, a reduction in services, lengthy overtime worked in a group, or comment made at director level.

4 - Definitions (e) - contd

Specific tasks

In charge of a number of operational units on a day-to-day basis or specialising in a senior capacity

within those units or engaged in related wagering activities.

Responsible for controlling own work and the work of others being supervised, and reports progress to superior daily.

Duties may include senior level and computer operations or senior specialist in a business discipline.

Notwithstanding the above, an employee at this level may be required to perform any or all of the duties of a lower paid classification.

Previous experience and training

Thorough practical experience or advanced training would be necessary. Requires demonstrated knowledge of a number of operational units and their relationship to the rest of the organisation.

In-house and external training would be provided to supplement existing experience and training. Knowledge and experience base would not normally be obtained without a minimum of five years on-the-job training.

Education and skills - RESERVED.

5 - WAGES & HOURS OF DUTY

[5 substituted by V001; varied by V002 V004; substituted by V005 V006; varied by V006a; substituted by V008 PR907923; PR919904 ppc 27Jun02]

(a) Wages per meeting:

Classification	Midweek	Saturday	Sunday	Public holidays	Hours of duty "B"	Hours of duty "C"
	\$	\$	\$	\$		
Senior officer	229.40	237.00	291.00	327.00	3	3
Admin Supervisor						
(Metro Horse races)						
Race Day	209.35	216.95	264.85	312.35	2	2
Control Sup &						
Admin Sup (Other)						
Officer	186.40	194.00	235.90	280.05	2	1.5
Senior Clerk	180.55	187.95	227.55	274.00	2	1.5

5 - contd

Classification	Midweek	Saturday	Sunday	Public holidays	Hours of duty "B"	Hours of duty "C"

	\$	\$	\$	\$		
Clerk						
Local	130.65	137.55	165.45	184.05	.75	.5
Other*	153.65	160.55	193.45	216.35	.75	.5
AB/Reliever	166.35	173.25	206.15	229.05		
Clerical Assistant						
Senior	103.55	108.55	128.45	155.05	.75	.75
Junior (under						
18 years of age)	80.25	84.00	98.95	118.90	.75	.75

Note:

Column “B” sets out the number of hours before the advertised time of starting of the first race that ordinary hours commence and column “C” sets out the number of hours after the starting of the last race that ordinary hours finish.

All rates of pay prescribed are for selling all existing bet types.

These rates include a component for annual leave, additional amounts, and the four or more venues allowance previously prescribed in the main body of the award.

Sunday work is voluntary.

(b) The starting and finishing times shall apply to all categories apart from persons employed as Clerk and engaged as Assistant Banker, and persons employed as Senior Officer and engaged as Race Day Control Supervisor. In these cases the times before and after the race meeting for commencing and finishing shall be:

	Hours of duty “B”	Hours of duty “C”
Senior Officer - Race Day Control Supervisor	2	2
Clerk – Assistant Banker	1	1

(c) Any person required to work in excess of 30 minutes (or 15 minutes for a clerk engaged as a Terminal Operator) beyond the hours worked in column “C” shall receive payment for all such work, including the initial 30 or 15 minutes, at the rate of \$19.20 per hour.

(d) A junior Clerical Assistant (being under 18 years of age) shall receive not less than 75 per cent of the relevant amount prescribed in column “A”.

5 - contd

(e) Federal Minimum Wage

1. The federal minimum wage

No employee shall be paid less than the federal minimum wage.

2. Amount of federal adult minimum wage

(a) The federal minimum wage for full-time adult employees not covered by subclause 4 [special categories clause], is \$431.40 per week.

(b) Adults employed under a supported wage clause shall continue to be entitled to receive the wage rate determined under that clause. Provided that such employees shall not be paid less than the amount determined by applying the percentage in the supported wage clause applicable to the employee concerned to the amount of the minimum wage specified in subclause 2(a).

(c) Adults employed as part-time or casual employees shall continue to be entitled to receive the wage rate determined under the casual and part-time clauses of the award. Provided that such employees shall not be paid less than pro rata the minimum wage specified in subclause 2(a) according to the number of hours worked.

3. How the federal minimum wage applies to juniors

(a) The wage rates provided for juniors by this award continue to apply unless the amount determined under subclause 3(b) is greater.

(b) The federal minimum wage for an employee to whom a junior rate of pay applies is determined by applying the percentage in the junior wage rates clause applicable to the employee concerned to the relevant amount in subclause 2.

4. Application of minimum wage to special categories of employee

(a) Due to the existing applicable award wage rates being greater than the relevant proportionate federal minimum wage, this clause has no application to employees undertaking a National Training Wage Traineeship, an Australian Traineeship, a Career Start Traineeship, a Jobskills placement or an apprenticeship.

- [Leave reserved for other special categories]

5. Application of federal minimum wage to award rates calculation

The federal minimum wage:

(a) applies to all work in ordinary hours;

5 – contd

(b) applies to the calculation of overtime and all other penalty rates, superannuation, payments during sick leave, long service leave and annual leave, and for all other purposes of this award; and

(c) is inclusive of the arbitrated safety net adjustment provided by the *Safety Net Review – Wages May*

2002 decision [Print PR002002] and all previous safety net and national wage adjustments.

(f) Arbitrated safety net adjustment

The rates of pay in this award include the arbitrated safety net adjustment payable under the *Safety Net Review - Wages May 2002* decision [PR002002]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above-award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

5A - ENTERPRISE FLEXIBILITY

[5A inserted by V002 ppc 02Oct95]

- (a) At each enterprise or workplace, a consultative mechanism and procedures shall be established, appropriate to the size, structure and needs of the enterprise.
- (b) The purpose of such consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise and/or workplace according to its particular needs.
- (c) The particular mechanism and procedure established shall be appropriate to the size, structure and needs of the enterprise and/or workplace.
- (d) Where agreement is reached at an enterprise and/or workplace through such mechanism and procedure, and where giving effect to such agreement requires this award, as it applies at the enterprise and/or workplace, to be varied, an application to vary shall be made to the Commission.
- (e) The agreement shall be made available in writing and be filed with the Commission. Copies shall be made available to all employees and to the Australian Services Union.

5A - Enterprise flexibility - contd

- (f) Where an agreement made pursuant to this clause varying this award is approved it shall become a Schedule to this award, and the agreement shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.
- (g) The agreement must meet the following requirements:
 - (i) The purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs.
 - (ii) The majority of employees must genuinely agree to the change.
 - (iii) No employee shall lose income as a result of the change.

(iv) The Australian Municipal, Administrative, Clerical and Services Union has been involved in the consultative mechanism or process.

(v) No employee is disadvantaged as a result of the agreement through reduction of any award or other legal requirements or protections, in the context of their terms and conditions of employment considered as a whole.

6 - STANDING DOWN OF EMPLOYEES

(a) Subject to clause 8 of this award, where in the opinion of the employer there are staff in excess of requirements at the local race meeting, an employee may be directed to cease duties prior to the start of the second race at the local race meeting.

[6(b) substituted by V001 from 10Dec94]

(b) An employee who ceases duty in accordance with the provisions of this clause, shall be paid 75 per cent of the appropriate rate prescribed in subclause 5(a) of this award, and in addition shall also be paid in full any amounts which she or he would have otherwise been entitled to receive in accordance with the provisions of subclauses 5(c) and (d) of this award and clauses 9,11,13,14 and 15 of this award, should any or all of these clauses have application to the employee.

7 - PUBLIC HOLIDAYS

[7 substituted by V001; V007 from 23Dec99]

(a) Public holidays shall be New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

(b) (i) Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as a public holiday in lieu of the prescribed day.

7- Public holidays (b) - contd

(ii) Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.

(iii) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

(c) Where in a state, territory or locality, public holidays are declared or prescribed on days other than those set out in (a) and (b) above, those days shall constitute additional holidays for the purpose of this award.

(d) Substitution of certain public holidays by agreement at the enterprise

(i) By agreement between the employer and the majority of employees in the relevant enterprise, an alternative day may be taken as the public holiday in lieu of any prescribed days.

(ii) If an employee is a member of the union bound by this award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the alternative day to

be taken in lieu of any prescribed day.

(iii) The union shall be given a reasonable opportunity to participate in negotiations referred to in 7(d)(i) above. Union involvement does not mean that the consent of the union is required prior to the introduction of the agreed facilitative arrangements.

8 - RATE PAYABLE IN THE CASE OF A POSTPONEMENT OR ABANDONMENT OF A MEETING

[8(a) varied by V001 from 10Dec94]

(a) An employee reporting for duty at the course or ground or the central office of the employer, shall unless a public announcement is made in the press or by radio not later than four hours prior to the advertised time of starting of the first race in the cases of the senior officer (administration supervisor) and, three hours in the case of all other officers and senior clerks (including administration clerks and VDU operators) and RDC supervisors and two hours prior to the said advertised time in the case of any other employee for a meeting within a radius of 30 km of the General Post Office, Melbourne, or otherwise in conformity with the times stipulated in subclause (b) hereof, that the meeting has been postponed or cancelled, be entitled to receive payment of 40 per cent of the appropriate rates prescribed in clause 5 and subclause 7(b) with appropriate expenses.

(b) For all meetings outside the 30 km radius the time for any announcement to cover all staff shall conform with the following table:

8 - Rate payable in the case etc. (b) - contd

Kilometre Hours

From 30 to 90	3.5
From 90 to 120	4.5
From 120 to 160	6
From 160 to 200	6.5
Over 200	7

Failing notification as herein before set out, employees shall be entitled to the appropriate payments prescribed in subclause (a) hereof.

[8(c) substituted by V001 from 10Dec94]

(c) In the event of a meeting being cancelled or postponed after the commencement of selling on the scheduled programme for the day, an employee shall be entitled to be paid 75 per cent of the appropriate amount prescribed in clause 5 on such day with appropriate expenses.

8 - Rate payable in the case etc. - contd

[8(d) varied by V001 from 10Dec94]

(d) Where an employee has been engaged for meetings to be held more than 160 km from the General Post Office, Melbourne, extending over a period of more than one day he/she shall be entitled in the event of one or more of the series being postponed or cancelled to be paid 40 per cent of the appropriate rates prescribed in clause 5 and subclause 7(b) provided such postponement or cancellation shall have been officially announced at a time later than one hour after the determined starting time for the last race on the day preceding such postponed or cancelled meeting.

Any employee residing within 20 km of the post office in the town at which such meeting was to have taken place shall be paid the rates as prescribed in subclause (a) hereof for those employees living within the metropolitan area when such meetings are postponed or cancelled in the metropolitan area.

9 - PAYMENT FOR EMERGENCY STAFF AND STAFF ORDERED TO ATTEND ANY DEMONSTRATION

(a) Any person required by the employer to attend a demonstration in regard to any matter relating to the Totalizator operations shall be paid for such attendance at the rate of \$7.68 per hour with a minimum of four hours plus return rail fares between Flinders Street Railway Station and the nearest railway station to the course or ground.

(b) Any prospective employee required to attend a demonstration in regard to prospective employment shall be paid for such attendance at a rate of \$2.88 per hour with a minimum of three hours.

10 - EMPLOYEE FORCED TO LEAVE DUTY OWING TO ILLNESS

[10 substituted by V001 from 10Dec94]

An employee who is forced to leave duty due to illness before the completion of his or her engagement shall be entitled to receive 75 per cent of the appropriate rate in subclause 5(a) of this award. Provided that if the house supervisor is not satisfied as to the illness of the employee, he/she may obtain an opinion from a qualified medical practitioner in regard thereto.

11 - FARE ALLOWANCE

All employees who report for duty on a course or ground within 30 km of the General Post Office, Melbourne shall be entitled to the amount represented by the cost of the return railway fare between Flinders Street Railway Station and the nearest railway station to that course or ground.

12 - TRANSPORT TO AND FROM MEETINGS

[12 varied by V005 from 27Jun98]

The employer shall provide free of cost adequate transport to and from the course or ground for all employees to a meeting outside a radius of 30 km of the General Post Office, Melbourne. Where an employer requests an employee to use his/her own vehicle in the performance of his/her duties such employee shall be paid an allowance of not less than 54 cents per km. In the case of an employee who resides within a radius of 30 km of the General Post Office, Melbourne such transport shall be from the Flinders Street Railway Station or some other point within 2 km of such station mutually agreed upon between the employer and the employee concerned.

In any other case the said transport shall be from the post office of the town where the meeting is being held.

13 - MEAL ALLOWANCES FOR COUNTRY MEETINGS

Meal allowances shall be paid to all employees on a country course or ground as follows:

[13(a) varied by V003; corrected by V003a; varied by V005-V005a V006 V008 PR907923; PR919904 ppc 27Jun02]

(a) When an employee is required to be on duty between the hours of 11.00 a.m. and 1.00 p.m. inclusive - a lunch allowance of \$5.25.

[13(b) varied by V003; corrected by V003a; varied by V005a V006 V008 PR907923; PR919904 ppc 27Jun02]

(b) When an employee is required to be on duty between the hours of 5.00 p.m. and 7.00 p.m. inclusive, at a course 150 km or less from the GPO Melbourne - a dinner allowance of \$10.60, at a course in excess of 150 km from the GPO Melbourne - a dinner allowance of \$12.90.

[13(c) varied by V003; corrected by V003a ; varied by V005-V005a V006 V008 PR907923; PR919904 ppc 27Jun02]

(c) When an employee is required to be on duty between the hours of 11.00 a.m. and 7.00 p.m. inclusive - both a lunch allowance of \$5.25 and a dinner allowance of \$10.60 or \$12.90 as the case may be.

For the purposes of this clause duty shall be deemed to commence and finish at the General Post Office, Melbourne.

Provided that the above meal allowances need not be paid to employees who reside within 30 km of the post office nearest the course or ground where the meeting is being held.

14 - MEAL ALLOWANCE

[14 varied by V003; corrected by V003a; varied by V006-V006a V008 PR907923; PR919904 ppc 27Jun02]

An employee not included in clause 15 hereof required to work one hour or more after the usual time of ceasing duty, or required to work until completion of normal duties at a metropolitan racecourse when the last race locally is scheduled to commence at 5.45 p.m. or later, or interstate at 6.15 p.m. or later, shall be paid a meal allowance of \$10.60.

15 - ACCOMMODATION

An employee who has travelled 160 km or more from the General Post Office, Melbourne, and is engaged for two or more successive days to work at country meetings which are 160 km or more from the General Post Office, Melbourne, shall be provided without charge with overnight accommodation and breakfast at such hotel or motel approved by the employer and which is given approval in the current Royal Automobile Club of Victoria Accommodation Guide.

16 - HIGHER DUTIES ALLOWANCE

An employee called upon to perform duties of a higher grade during the currency of any engagement shall be paid the appropriate higher amount herein prescribed for such higher grade for the whole of such engagement.

17 - PAYMENT OF WAGES

(Only applicable for work done on the day of the meeting.)

Each employee shall be paid his or her wages (other than overtime) not later than the time during which

the last race is run on any day.

18 - MEAL INTERVAL

Any employee whose tour of duty will exceed a period of six hours on the day of the meeting shall be allowed a meal break of ten minutes between the hours of noon and 2.00 p.m. at the convenience of the employer, provided that on any day when pre-sales operate, any person employed for such purpose shall have a break of twenty minutes between the hours of 11.00 a.m. and 1.00 p.m.

19 - RECEPTACLE FOR KEEPING MONEY

Each terminal operator shall be provided with a covered receptacle for the security of money.

20 - PAYMENT IN LIEU OF ANNUAL LEAVE

[20 deleted by V001 from 10Dec94]

21 - NOTICE BOARD

A notice board for exhibition of notices by an official of the employees' organisation shall be provided and maintained by the employer in a suitable place in each house on each course or ground.

22 - RIGHT OF ENTRY

Any official or accredited delegate of the Australian Municipal, Administrative, Clerical and Services Union being the holder of a certificate in the form hereunder or a form not materially differing therefrom shall have the right to interview any employee on legitimate union business on any employer's premises on any racecourse or ground and shall be permitted to inspect the wages record and conditions relating to persons employed therein. Such members may also inspect any wages record for any date within the preceding eighteen months at any place of business conducted by an employer who is at times subject to the provisions of this award. Provided that if any employer alleges that such member is unduly interfering with his/her work or is creating dissatisfaction amongst his/her employees, or is offensive in his/her methods, such employer shall refuse the exercise of any rights under this clause. Provided further that no more than two duly authorised members as aforesaid may exercise rights under this clause at the same time at the same place.

AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION

This is to certify that is an accredited official or representative of the Union.

Specimen Signature of Holder

..... Branch Secretary

.....Date

Strictly not transferable.

23 - ADOPTION LEAVE

Eligibility for adoption leave

(1) (a) A female employee shall upon production to her employer of:

(i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with her for adoption purposes; or

(ii) a statement from the appropriate government authority confirming that she is to have custody of the child pending application for an adoption order,

23 - Adoption leave (1)(a) - contd

be entitled to adoption leave provided that she has had not less than twelve months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(b) For the purposes of this clause:

(i) an employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work;

(ii) adoption leave shall mean unpaid adoption leave;

(iii) "child" refers to a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months or who is not a child or stepchild of the employee or of her spouse;

(iv) "relative adoption" occurs where a child, as defined, is adopted by a parent, a spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

Period of leave and commencement of leave

(2) (a) Subject to subclauses (3) and (6) hereof, the period of adoption leave shall be for an unbroken period of up to 52 weeks but ceasing in any event when the child attains the age of five years.

(b) Upon receiving notice of approval for adoption purposes, an employee will notify her employer that she has been so approved and within two months of such approval she will further notify her employer of the period of adoption leave which she proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into her custody pending an application for an adoption order.

(c) A female who commences employment with an employer after the date of her approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period of adoption leave which she proposes to take. Provided that such employee shall not be entitled to adoption leave unless she has not less than twelve months continuous service with the employer immediately preceding the date upon which she proceeds on such leave.

(d) An employee shall, as soon as she is aware of the presumed date of placement of a child for adoption purposes but no later than fourteen days before such placement, give notice in writing to her employer of such date, and of the date of the commencement of adoption leave and the period of adoption leave to be taken.

23 - Adoption leave (2) - contd

(e) An employee shall not be in breach of this clause, as a consequence of failure to give the stipulated period of notice in accordance with paragraph (d) of this subclause if such failure is occasioned by the requirement of an adoption agency to accept earlier placement of a child.

Variation of period of adoption leave

(3) (a) Provided the addition does not extend the adoption leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee not giving less than fourteen days notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than fourteen days notice in writing stating the period by which the leave is to be shortened.

Cancellation of adoption leave

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

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

Special leave

(5) The employer shall grant to any male or female employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer shall have the option of paying the employee out of such available leave.

Adoption leave and other entitlements

(6) Provided the aggregate of leave including adoption leave does not exceed 52 weeks:

(a) an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which she is then entitled;

(b) paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on adoption leave.

23 - Adoption leave - contd

Effect of adoption leave on employment

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

Termination of employment

(8) (a) An employee on adoption leave may terminate her employment at any time during the period of

leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of her application to adopt a child or of her absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

Return to work after adoption leave

(9) (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of adoption leave.

(b) An employee, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on adoption leave. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

Replacement of employees

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

(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

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

23 - Adoption leave (10) - contd

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the twelve months qualifying period.

24 - SUPERANNUATION

[24 substituted by V001 from 10Dec94]

(a) An employer shall contribute an amount equal to the equivalent of the Superannuation Guarantee Charge set by the Parliament of Australia of the gross amount payable to an employee under clause 5 of this award into a superannuation fund which complies with the Occupational Superannuation Guidelines.

(b) Unless otherwise agreed between the employer and the Australian Municipal, Administrative, Clerical and Services Union:

(i) The contributions shall be made at monthly intervals.

(ii) The fund shall be the TABCORP Superannuation Fund or a scheme approved by the Commission as a satisfactory fund.

(c) Provided that nothing in this clause shall prohibit TABCORP in exercising its rights of exemption from contributing to Superannuation for employees receiving less than the specified gross amount per month in accordance with Government legislation.

25 - SETTLEMENT OF 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 between staff and the employer.

It is recognised that disputes are more readily resolved at the shop floor level between the immediate parties and wherever possible dispute resolution at this level will be encouraged.

Issues of concern will be discussed and options for resolution explored at each and every level in the process.

Subject to the Industrial Relations Act 1988, as amended, any dispute, grievance or claim as to wages or conditions of employment or any other matter shall be settled in the following manner:

25 - Settlement of disputes procedure - contd

(a) The matter shall be raised by the employee with his/her immediate supervisor as soon as possible.

(b) If all avenues of resolution have been discussed and the matter is not settled, the employee shall raise the matter with his or her employer and may seek the assistance of the Australian Municipal, Administrative, Clerical and Services Union in these discussions.

(c) If the matter is still not resolved, there shall be a seven day "cooling-off" period. During this time all parties shall endeavour to resolve the matter expeditiously and work shall proceed as normal except where a bona fide health and safety issue is involved.

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 subclause.

(d) If the dispute is not settled or satisfactory progress towards resolution is not made at the end of the "cooling-off" period above, it shall be referred by the employer, employee or the Australian Municipal, Administrative, Clerical and Services Union to the Australian Industrial Relations Commission whose decision will, subject to any rights of appeal, be final and shall be accepted by the parties.

Where the Commission determines that any ban, limitation or restriction shall cease, no persons who are party to this award shall in any way directly or indirectly be a party to or involved in such ban, limitation or restriction.

26 - AWARD MODERNISATION

(a) The parties to this award will establish a joint working party to discuss the review and modernisation of the award, consisting of employer and union representatives.

(b) The working party will discuss all matters raised by the parties consistent with the National Wage

Case decisions and wage fixing principles. However it is acknowledged that agreement on all matters raised may not be reached.

(c) The aim of the discussions is to bring about more flexible working arrangements, an improved quality of working life and job satisfaction and enhanced skills and job opportunities.

(d) Such discussions and changes arising from them must be premised on the understanding that:

(i) the majority of ASU members employed under the award must genuinely agree to change;

25 - Settlement of disputes procedure (d) - contd

(ii) the ASU is a party to any agreement on change;

(iii) any agreement on change must be ratified by the Australian Industrial Relations Commission;

(iv) should agreement not be reached the employers reserve the right to submit the matter to the Australian Industrial Relations Commission for hearing and determination.

27 - NO EXTRA CLAIMS

It is a term of this award (arising from the decision of the Australian Industrial Relations Commission) that the Australian Municipal, Administrative, Clerical and Services Union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward except where consistent with the National Wage Case principles.

28 - ANTI-DISCRIMINATION

[28 inserted by V003 ppc 17Aug96; corrected by V003a ppc 17Aug96]

1. It is the intention of the respondents to this award to achieve the principal object in section 3(g) of the Industrial Relations Act 1988 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

2. Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

3. Nothing in this clause is taken to affect:

3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

3.2 Until 22 June 1997, the payment of different wages for employees who have not reached a particular age;

3.3 An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction including by application to the Human Rights and Equal Opportunity Commission;

3.4 The exceptions in ss.170DF(2) and (3) of the Industrial Relations Act 1988.

[Appendix deleted by V001 from 10Dec94]
AW799775 PR930224

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the
Workplace Relations and Other Legislation Amendment Act 1996
(C No. 00201 of 1998)

TABCORP ON-COURSE TOTALIZATOR EMPLOYEES INTERIM AWARD 1994
(ODN C No. 30766 of 1994)
[Print M4348 [AW799775]]

Various employees

Clerical industry

COMMISSIONER WHELAN

MELBOURNE, 9 APRIL 2003

Setting aside of award.

ORDER

A. Further to the decision [PR930223] issued by the Commission on 9 April 2003, the Commission order as follows:

1. That the Tabcorp On-Course Totalizator Employees Interim Award 1994 [AW799775] be set aside.

B. This order comes into effect from 9 April 2003.

BY THE COMMISSION:

COMMISSIONER

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