

TABCORP - AUSTRALIAN SERVICES UNION VICTORIAN WAGERING COLLECTIVE AGREEMENT 2007

PART 1 - YOUR EMPLOYMENT ARRANGEMENT

1. NAME OF AGREEMENT

This Agreement will be known as the TABCORP - Australian Services Union Victorian Wagering Collective Agreement 2007.

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3. APPLICATION

This Agreement will apply to all employees of TABCORP Holdings Limited engaged to perform work which falls within the classifications contained in this Agreement at:

- (a) 5 Bowen Crescent, Melbourne VIC 3004; or
- (b) Any TABCORP operated retail branch located within the State of Victoria including Bowen Crescent, Crown Casino and special event locations established on a temporary basis for promotions and events including but not limited to the Melbourne Cricket Ground, the Telstra Dome, Federation Square or the Brownlow Medal; or
- (c) Racecourses in connection with a race meeting or dog racing listed at Appendix D.

4. PARTIES BOUND

The persons bound by this Agreement are:

- (a) TABCORP Holdings Limited (ACN 063 780 709) (hereafter referred to as the Company); and
- (b) All employees of the Company described in clause 3 hereof, whether or not members of the organisation of employees listed in subclause (c) hereof; and
- (c) The Australian Services Union.

5. RELATIONSHIP TO PARENT AWARDS AND PREVIOUS AGREEMENTS.

This Agreement completely replaces all terms and conditions of previous certified and/or "in principle" agreements and Awards applicable to persons bound by this Agreement including but not limited to the following:

- Tabcorp Wagering Employees Award 2003
- Tabcorp On-Course Totalizator Employees Interim Award 1994
- Tabcorp – Australian Services Union Framework Enterprise Agreement 2004
- Tabcorp – Australian Services Union Account Sales Enterprise Agreement 1994
- Tabcorp – Australian Services Union Account Sales Enterprise Agreement 1997
- Tabcorp – Australian Services Union Account Sales Enterprise Agreement 1999
- Tabcorp – Australian Services Union Account Sales Enterprise Agreement 2002
- Tabcorp – Australian Services Union On Course Enterprise Agreement 1997
- Tabcorp – Australian Services Union On Course Enterprise Agreement 2000
- Tabcorp – Australian Services Union On Course Enterprise Agreement 2002
- Tabcorp – Australian Services Union Retail Enterprise Bargaining Agreement 1994
- Tabcorp – Australian Services Union Retail Enterprise Bargaining Agreement 1997
- Tabcorp – Australian Services Union Retail Enterprise Bargaining Agreement 2000
- Tabcorp – Australian Services Union Retail Enterprise Bargaining Agreement 2003
- Tabcorp – Australian Services Union Telephone Betting Operators Superannuation Certified Agreement 1998

6. DATE AND PERIOD OF OPERATION

This Agreement will commence in accordance with the Workplace Relations Act 1996 and will remain in force until 30 June, 2010.

7. DISPUTE SETTLEMENT PROCEDURE

- 7.1 The Company aims to provide a productive, rewarding, safe and non-discriminatory work environment for its employees. This environment should be characterized by co-operation, mutual respect and open communication between employees and managers.
- 7.2 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.
- 7.3 In doing so it is recognized that disputes are more resolved as close as possible to the Department Level, whether it be Account Sales, On Course or Retail. Wherever possible, dispute avoidance or resolution will be encouraged at this level.
- 7.4 Issues of concern will be fully and openly discussed and options for resolution will be explored at each stage of the process.

- 7.5 In the event of a dispute in relation to a matter arising under this Agreement, the following procedure will apply:
- (a) the matter will be raised by the employee with his/her immediate supervisor as soon as possible.
 - (b) If the matter remains unresolved, the employee will raise the matter with the Operations Manager. All employees will have, the ability to seek the assistance of and presence of an employee representative of their choosing in these discussions.
 - (c) If the dispute is unable to be resolved at the workplace and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relation Commission (AIRC) for resolution by mediation and/or conciliation and where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
 - (d) Any dispute referred to the AIRC under this clause should be dealt with by a Member agreed by the parties at the time or, in default of agreement, a Member nominated by either head of the relevant panel or the President.
 - (e) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
 - (f) The decision of the AIRC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
 - (g) Whilst the parties are attempting to resolve the matter and where it is agreed that there is an existing work practice, work will continue in accordance with that work practice, unless the employee has a reasonable concern about an imminent risk to his or her health or safety. Subject to the relevant provisions of health and safety legislation, even if the employee has a reasonable concern about a imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same location or another location, that is safe and appropriate for the employee to perform. A party will not be prejudiced as to the final settlement by the continuation of work in accordance with this sub-clause.

8. DEFINITIONS

- 8.1 Afternoon shift means any shift finishing after 8.00 p.m. and at or before midnight.
- 8.2 Day Shift means any shift commencing not earlier than 7.00 a.m. and finishing at or before 8.00 p.m.
- 8.3 Night shift means any shift finishing subsequent to midnight, and at or before 8.00 a.m.
- 8.4 Permanent night shift means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.
- 8.5 Special events locations means sites established for temporary use for promotions and events including but not limited to the Melbourne Cricket Ground, the Telstra Dome, Federation Square, and the Brownlow Medal
- 8.6 Employee representative means a representative of the employee's choice which may include the Australian Services Union.

9. NOTICE BOARD

The Company will permit a notice board to be placed in each enterprise or part of the enterprise to facilitate communication between employee and a representative of the employee's choice.

10. EMPLOYMENT CATEGORIES

10.1 Subject to the terms of this Agreement the Company may employ you to work arrangements that are:

10.2 Full-time Employment

- (a) Full time employees are those who are engaged as such and who are ready, willing and available to work a full week of 38 hours. They will be paid the appropriate full weekly wage (irrespective of the number of hours worked not exceeding the standard hours prescribed by the nineteen day, four week working cycle).
- (b) Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee, unless otherwise specified in the Agreement.

10.3 Casual Employment

- (a) A casual employee is an employee engaged as such. Casual employees engaged within the On Course division of the Company may be employed either as regular or irregular casuals. A regular casual employee is a casual employee who has regular and systematic hours of work and such will be reflected on a roster. An irregular casual employee is one who is engaged on an as needs basis.
- (b) A casual employee will be paid in accordance with the applicable wage rates prescribed in Appendices A, B and C, according to the class of work performed.

10.4 Part-time Employment

- (a) The Company may employ regular part time employees in any classification in this Agreement.
- (b) A regular part-time employee is an employee who:
 - (i) works less than full time hours of 38 hours per week; and
 - (ii) has reasonable predictable hours of work; and
 - (iii) receives on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.
- (c) At the time of engagement the Company and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- (d) Changes in weekly rosters will only be made following consultation with the employee and will require one week's notice in advance of the first changed hours or days.
- (e) Any agreed variation to the regular pattern of work will be recorded in writing.
- (f) The Company is required to roster a regular part-time employee for a minimum of three consecutive hours on any shift.

- (g) An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee, unless otherwise specified in this Agreement.
- (h) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the appropriate overtime rates prescribed by this Agreement.
- (i) A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

10.5 For a Fixed Period or Specific Project

- (a) An employee may be engaged subject to a fixed term or fixed task arrangement. The terms of this Agreement will apply except where otherwise stated or where special provisions are stated to apply.
- (b) The details of the specific period of time or specific task(s) will be set out in writing and retained by the Company. The Company will provide a copy to the employee.
- (c) Service under a contract of employment for specific period of time or specific tasks) will form part of an employee's period of continuous service, where such employee is engaged as a full time or part time employee immediately following such contract of employment.

10.6 Probationary Employment

The Company may initially engage a full time or part time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed three months. Probationary employment forms part of an employee's period of continuous service for all purposes of this Agreement, except where otherwise specified in this Agreement.

11. WAGES

11.1 The wages are set out in:

- (a) Appendix A for Account Sales employees
- (b) Appendix B for Retail employees
- (c) Appendix C for On Course employees

11.2 The rates of pay outlined in Appendices A, B and C will be adjusted on the following basis:

- (a) 3% from the first pay period occurring on or after 1 July, 2007
- (b) 4.25% from the first pay period occurring on or after 1 July, 2008
- (c) 4.25% from the first pay period occurring on or after 1 July 2009.

12. SUPPORTED WAGE SYSTEM

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

- (a) **Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- (b) **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (c) **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) **Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

12.2 Eligibility criteria

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

12.3 Supported wage rates

- (a) Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by the applicable Australian Pay and Classification Structure for the class of work which the person is performing according the following schedule:

Assessed capacity (clause 13.4)	Prescribed award rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable will be not less than \$56 per week.
- (c) * Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

12.4 Assessment of capacity

For the purpose of establishing the percentage of the applicable Australian Pay and Classification Scale to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- (a) The Company and the union party to the award, in consultation with the employee or, if desired by any of these;
- (b) The employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

12.5 Lodgment of assessment instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Australian Pay and Classification Scale to be paid to the employee, will be lodged by the Company with the Registrar of the Australian Industrial Relations Commission.
- (b) All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it will be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

12.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the supported wage system.

12.7 Other terms and conditions of employment

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

12.8 Workplace adjustment

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

12.9 Trial period

- (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the employee during the trial period will be no less than \$56 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under 12.4 hereof.

13. PAYMENT OF WAGES

The payment of wages will be fortnightly by electronic funds transfer.

14. ALLOWANCES

14.1 The allowances prescribed by this clause will from 1 July, 2008 be increased in line with the published Consumer Price Index as at 30 March each year.

14.2 Meal Allowance

Unless an employee whose employment entitles him/her to a meal, is provided with a meal by the Company the following allowances will apply:

- (a) casual employees when required to work more than nine consecutive hours (Monday to Saturday inclusive) - \$9.70. Provided that after a further four hours a further meal allowance of \$7.37 will be paid.
- (b) casual employees when required to work not less than one hour of overtime on rostered days - \$9.70. Provided that where such overtime exceeds four hours a further \$7.37 will be paid.
- (c) in the case of employees other than casuals when required to work more than five hours' overtime one rostered day off or Sunday - \$9.70 and a further \$7.37 when required to work more than nine hours on such day. These foregoing provisions will not apply where employees could reasonably return home for meals within the period allowed.
- (d) on request meal money will be paid on the same day as overtime is worked.

14.3 Vehicle Allowance

- (a) where the Company requires employees to use their own motor cars in the performance of their duties, such employees will be paid an allowance of not less than 53 cents per kilometre travelled.
- (b) where the Company provides motor vehicles which are used by employees in the performance of their duties, all expenses including registration, running and maintenance of such motor vehicles will be paid by the Company.

14.4 Excess Fares and Travelling Time

- (a) Employees who on any day are required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from home to their usual place of employment and returning), will be paid travelling time at appropriate rates and also any fares reasonably incurred in excess of those normally incurred in travelling between home and their usual place of employment.
- (b) Where the Company provides transport from a pick-up point, employees will be paid travelling time for all time spent travelling to and from that pick-up point.

14.5 Living Away from Home Allowance

Employees required by the Company to work temporarily away from their usual place of employment, and who are required thereby to sleep away from their usual place of residence, will be entitled to the following:

- (a) fares to and from the place at which the Company requires the employees to work, when transport is not provided;
- (b) all necessary expenses incurred for board and lodging; and
- (c) payment of ordinary rates of pay for all time spent in travelling between the employee's usual place of employment and the temporary location

14.6 Higher Duty Allowances

Adult employees called upon to perform continuously for one week or more the whole of the work of other employees in higher grades will be paid for all such time worked at:

- (a) the minimum rates of pay prescribed for those higher grades; or
- (b) the rates prescribed for those higher grades which are next higher than the award rate applicable to the relieving employees in their substantive grades whichever are the higher, provided that such employees will not be paid during such periods at lower rates than those prescribed for their existing ordinary hours of work.
- (c) casual employees called upon to perform the duties of cash control in Retail, Account Sales race day assistants or supervisors will be paid for all such time worked, an additional amount of \$2.00 per hour.

15. ACCIDENT MAKE-UP PAYMENT

- 15.1 Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration will not be subject to the accident pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one month.
- 15.2 The maximum period or aggregate of periods of accident pay to be made by the Company will be a total of 39 weeks for any one injury.
- 15.3 Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Accident Compensation Act (Vic), such reduction will not render the Company liable to increase the amount of accident pay in respect of that injury.
- 15.4 Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:
 - (a) is by the Company other than for reason of the employee's serious and/or wilful misconduct; or
 - (b) arises from a declaration of bankruptcy or liquidation of the Company, in which case the employee's entitlement in the absence of agreement will be referred to the Australian Industrial Relations Commission to determine.
- 15.5 An employee on engagement may be required to declare all workers compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit their entitlement to accident pay under this clause.

16. TERMINATION OF EMPLOYMENT

16.1 Notice of termination by the Company

(a) In order to terminate the employment of an employee, the Company will give to the employee the period of notice specified in the table below:

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

(b) In addition to the notice prescribed herein, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, will be entitled to an additional week's notice.

(c) Payment in lieu of the notice will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (i) the employee's ordinary hours of work (even if not standard hours); and
- (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (iii) any other amounts payable under the employee's contract of employment.

(e) The period of notice in this clause will not apply

- (i) in the case of dismissal for serious misconduct;
- (ii) to apprentices;
- (iii) to employees engaged for a specific period of time or for a specific task or tasks;
- (iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is for any other reason limited to the duration of the Agreement; or
- (v) to casual employees.

16.2 Notice of termination by employee

The notice of termination required to be given by the employee will be the same as that required of the Company, save and except that there will be no additional notice based on the age of the employee concerned.

16.3 Job Search entitlement

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

16.4 Transmission of Business

Where a business is transmitted from one employer to another, as set out in clause 17 – Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee will not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

17. REDUNDANCY

17.1 Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where the Company has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (d) **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate will exclude:
 - (i) overtime;
 - (ii) penalty rates;
 - (iii) disability allowances;
 - (iv) shift allowances;
 - (v) special rates;
 - (vi) fares and travelling time allowances;
 - (vii) bonuses; and
 - (viii) any other ancillary payments of a like nature.

17.2 Severance Pay

In the event an employee is terminated for reasons of redundancy the employee will be entitled to the severance payments outlined either in clauses 47, 55 and 66 of this Agreement.

17.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may at its option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

17.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 16 of this Agreement. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

17.5 **Alternative employment**

The Company will not be obliged to pay the employee any severance pay if it obtains acceptable alternative employment for an employee.

17.6 **Job search entitlement**

- (a) During the period of notice of termination given by the Company in accordance with 16.1, an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or he or she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) The job search entitlements under this subclause apply in lieu of the provisions of 16.3.

17.7 **Transmission of business**

- (a) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:
 - (i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
 - (ii) Where the employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

17.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- irregular casual employees

18. STAND DOWN OF EMPLOYEES

18.1 The Company has the right to deduct payment for the any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause which the Company cannot reasonably be held responsible (for example but not limited to the Equine Influenza) , provided that such standing down will not be deemed a break in the continuity of employment of the employee for the purpose of any rights under this Agreement.

18.2 In the case of employees employed within the On – Course division except in the case of the postponement or abandonment of a meeting, where in the opinion of the Company there are staff in excess of requirements at the local race meeting, prior to the start of the third race stand down of employees will initially be on a volunteer basis and then on a directed basis. Prior to the start of the fourth race stand down will be on a volunteer basis only. An employee who ceases duty in accordance with the provisions of this clause, will be paid 75% of the appropriate hourly rate or sessional rate prescribed by this Agreement.

19. POSTPONEMENT OR ABANDONMENT OF A MEETING

19.1 An employee employed within the On – Course division reporting for duty at the course or ground or the central office of the Company, will 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 and, three hours in the case of all other officers and two hours to the said advertised time in the case of any other employee for a meeting within a radius of 30 km of the Central Post Office , Melbourne, or otherwise in conformity with the times stipulated in subparagraph (b) hereof, that the meeting has been postponed or cancelled, be entitled to receive payment of 40% of the appropriate hourly rates or sessional rate prescribed by this Agreement, with appropriate expenses.

19.2 For all meetings outside the 30 km radius the time for any announcement to cover all staff will conform with the following table:

Kilometers	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

19.3 Employees will be entitled to the appropriate payments as outlined in clause 19.1 if the Company fails to provide the minimum notice as prescribed by clause 19.2.

19.4 In the event of a meeting being cancelled or postponed after the commencement of selling on the scheduled programme for the day, an employee will be entitled to be paid 75% of the appropriate hourly rate or sessional rate on such day with appropriate expenses.

- 19.5 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 will be entitled in the event of one or more of the series being postponed or cancelled to be paid 40% of the appropriate hourly rate or sessional rate, provided such postponement or cancellation will 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.
- 19.6 An employee residing within 30 kms of the post office in the town at which such meeting was to have taken place will be paid in accordance with clause 19.1 of this Agreement.
- 19.7 Where operations are abandoned, cancelled, postponed or suspended due to computer breakdown or other factors for which the Company cannot reasonably be held responsible and casuals employed in account sales operations or retail offices have been rostered and attend work because they could not be notified in advance and cannot be usefully employed, such casuals will be paid a minimum at the appropriate rate as for 3.5 hours worked. Provided that no casual will be paid more than he/she would have been paid for completing his/her normal rostered engagement.

20. JURY SERVICE

- 20.1 Employees 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 clause. Employees will be paid the difference between the Jury Service pay and the pay they have forfeited by attending Jury duty.
- 20.2 Attending court each day as a juror is seen as a full-time occupation and therefore employees will not be required to attend any rostered shift on the night before, or the day that they have attended court. Nor will any employee be expected to work over the weekend if they have been on Jury Service the preceding week. For this purpose, the definition of week is having served on Jury Duty each day Monday through to Friday.
- 20.3 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, employees would be expected to work their rostered shifts on these days.

21. ANNUAL LEAVE

- 21.1 Employees will accrue annual leave in accordance with the Australian Fair Pay and Conditions Standard save and except the following will apply.
- 21.2 Employees engaged as either full time or part time employees will in addition receive an annual leave loading equivalent to 17.5%.
- 21.3 Employees engaged on a casual basis on a regular basis will be entitled to up to six weeks unpaid annual leave per calendar year non –cumulative. This equates up to six days absence for operators working “weekend on” availabilities and up to 42 days absence for employees working “anytime” or “days” availabilities. No more than six Saturdays (and six Sundays where the employee makes him/herself available) will be approved each calendar year.
- 21.4 If an employee is unable to work on a shift, or shifts, for which they were rostered he/she will be able to apply for annual leave with a minimum of three days notice from the commencement of the roster.
- 21.5 Applications for annual leave will be dealt with on a "first in first served basis"
- 21.6 No annual leave will normally be approved during the Spring Carnival period. An employee may apply for annual leave during Spring Carnival in exceptional circumstances. Annual leave during the Christmas period will generally be limited to a maximum of four weeks per employee. However approval for six weeks leave will not be unreasonably withheld.

- 21.7 Annual leave will not be approved for a single public holiday, but may be included in a period of approved absence
- 21.8 Approved annual leave may be applied for up to three months in advance of the proposed absence. Once annual leave is accepted it may only be changed by mutual agreement, neither party will unreasonably withhold agreement.

22. PERSONAL LEAVE

- 22.1 The entitlements to Personal Leave, including sick leave and carer's leave, available to permanent employees covered by this Agreement (full time and part time) will be as per the AFPC Standard.
- 22.2 Personal/carer's leave is:
- (a) paid leave ("sick leave") taken by the employee because of a personal illness, or injury, of the employee; or
 - (b) paid or unpaid leave ("carer's leave") taken by the employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
 - (c) The term "immediate family" includes:
 - (i) spouse (including a former spouse, a de facto spouse, same sex partner and a former de facto spouse.) of the employee; and
 - (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee
- 22.3 The employee is entitled to take an amount of paid personal/carer's leave if that amount of leave is credited to the employee.
- 22.4 Each full time employee will be entitled to 10 days (76 hours) personal leave per annum which accrues on a four weekly basis. Part-time employees are entitled to personal leave calculated on a pro rata basis.
- 22.5 Each month, the Company must credit to an employee the amount (if any) of paid personal/carer's leave accrued by the employee since the Company last credited to the employee an amount of paid personal/carer's leave.
- 22.6 Paid personal/carer's leave is cumulative.
- 22.7 The employee is not entitled to take paid sick leave for a period during which the employee is absent from work because of a personal illness, or injury, for which the employee is receiving workers' compensation.
- 22.8 The employee must, as soon as reasonably practicable and prior to commencement of the ordinary hours of the first day or shift of such absence, inform the Company of his or her inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the Company during prior to the commencement of the ordinary hours of the first day or shift of such absence, the employee must inform the Company within 24 hours of such absence.

- 22.9 The employee who has already had two paid single day sick leave absences in the year, is not entitled to further paid single day sick leave absences in that year, without the production to the Company of a medical certificate from a registered health practitioner which states that the employee was unable to attend for duty on account of personal injury or illness.
- 22.10 When taking leave to care for members of his or her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
- the name of the person requiring care and support and their relationship to the employee;
 - the reasons for taking such leave; and
 - the estimated length of absence.
- 22.11 When taking leave to care for members of his or her immediate family or household who are sick and require care and support, the employee must, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- 22.12 When taking leave to care for members of his or her immediate family or household who require care due to an unexpected emergency, the employee must establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 22.13 The Company may agree to accept a Statutory Declaration in lieu of the required medical certificate.
- 22.14 The employee is entitled to a period of up to two days unpaid carer's leave for each occasion (an "UCL permissible occasion") when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
- a personal illness, or injury, of the member; or
 - an unexpected emergency affecting the member.
- Note: This entitlement extends to casual employees.
- The employee is entitled to unpaid carer's leave only if the employee complies with the notice and documentation requirements, above, to the extent to which they apply to the employee.
- 22.15 The employee who is entitled to a period of unpaid carer's leave for a particular UCL permissible occasion is entitled to take the unpaid carer's leave as:
- a single, unbroken, period of up to two days; or
 - any separate periods to which the employee and the Company agree.
- 22.16 The employee is entitled to unpaid carer's leave for a particular UCL permissible occasion during a particular period only if the employee cannot take an amount of any of the following types of paid leave during the period:
- paid personal/carer's leave;
 - any other authorised leave of the same type as personal/carer's leave.
- 22.17 Paid personal leave counts as service for all purposes ("paid personal leave" means paid personal/carer's leave).
- 22.18 A period of unpaid carer's leave does not break the employee's continuity of service. However, a period of unpaid carer's leave does not otherwise count as service except as expressly provided by or under:
- a term or condition of the employee's employment; or
 - a law, or an instrument in force under a law of the Commonwealth or Victoria.

23. COMPASSIONATE LEAVE

23.1 Compassionate leave is paid leave for the purposes of spending time with a person who:

- (a) is a member of the employee's immediate family or a member of the employee's household; and
- (b) as a personal illness, or injury, that poses a serious threat to his or her life; or
- (c) after the death of a member of the employee's immediate family or a member of the employee's household.

23.2 The employee is entitled to a period of two (2) days of compassionate leave for each occasion (a "CL permissible occasion") when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life.
- (c) Death of a member of the employee's immediate family and/or household

23.3 However, the employee is entitled to compassionate leave only if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

23.4 Where an employee has exhausted his/her leave entitlements he or she is entitled to up to 24 hours unpaid compassionate leave.

24. EXTENDED LEAVE

24.1 An employee may seek leave beyond that prescribed for annual leave as outlined in clause 21 of this Agreement. Such extended leave may be granted in special circumstances, up to a maximum of three months. In assessing an employees' eligibility for extended leave, the Company will review the amount of leave an employee has already taken in the relevant calendar year. The maximum periods of leave available to a casual employee described below will be inclusive of the normal six-week entitlement prescribed by clause 21 of this Agreement.

24.2 Extended leave is assessed subject to the following qualifying period of continuous service:

Period of Continuous Service	Period of Leave
More than 1 year but less than 3 years	1 month
More than 3 years but less than 5 years	2 months
More than 5 years	3 months

24.3 All applications for extended leave will be assessed individually and will be granted at Management's discretion. Management will not unreasonably refuse such requests.

25. STUDY LEAVE

Up to three months of unpaid leave may be used by employees who are attending any accredited course of study, which requires a work placement component. Proof of such placement is required.

26. LONG SERVICE LEAVE

- 26.1 Employees will be granted Long Service Leave in accordance with the Long Service Act 1992 save and except for the following:
- 26.2 Sections 87, 90 and 93 will have no application.
- 26.3 The six week period that is required to be taken as part of Maternity Leave, as prescribed by section 263 of the Workplace Relations Act 1996, will be included when determining the period of continuous service for an entitlement of Long Service Leave.
- 26.4 Employees will be entitled to take long service leave for a minimum block of one, two or four weeks.
- 26.5 An employee may elect to take long service leave at double the period at half pay.

27. PARENTAL LEAVE

- 27.1 The provisions of this clause apply to eligible casual employees, but do not apply to other casual employees.

- 27.2 Subject to the terms of this clause eligible casual employees are entitled to maternity, paternity and adoption leave and to return to work on a different shift availability in connection with the birth or adoption of a child.

- (a) An **eligible casual employee** means a casual employee:
- (i) employed by the Company on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (b) For the purposes of this clause, **continuous service** is work for the Company on a regular and systematic basis (including any period of authorised leave of absence).
- (c) The Company must not fail to re-engage a casual employee because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.
- (d) The rights of the Company in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

27.3 Definitions

- (a) For the purpose of this clause **child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) Subject to subclause (a), in this clause spouse includes a de facto or former spouse.
- (c) In relation to Adoption Leave **spouse** includes a de facto spouse but does not include a former spouse.

27.4 Basic entitlement

- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Subject to Special Maternity Leave, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

27.5 Maternity leave

- (a) An employee must provide notice to the Company in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - (ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) When the employee gives notice under clause 27.5.(a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to clause 27.4(a) and unless agreed otherwise between the Company and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Company may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

27.6 Special maternity leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any unpaid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

- (c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (d) Where leave is granted under clause 27.4(a) during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

27.7 Paternity leave

- (a) An employee will provide to the Company at least ten weeks prior to each proposed period of paternity leave:
- (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (iii) a statutory declaration stating:
 - he will take that period of paternity leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by his spouse; and
 - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- (b) The employee will not be in breach of subclause (a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

27.8 Adoption leave

- (a) The employee will notify the Company at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) The Company may require an employee to provide confirmation from the appropriate government authority of the placement.

- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Company immediately and the Company will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

27.9 Variation of period of parental leave

Unless agreed otherwise between the Company and an employee, an employee may apply to the Company to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

27.10 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

27.11 Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to take paid leave immediately for a period ending at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
 - (iii) if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

27.12 Returning to work after a period of parental leave

- (a) An employee will notify of his/her intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 27.11, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

27.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before the Company engages a replacement employee the Company must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

27.14 Different shift availability work

For the purposes of this subclause:

- (a) **Former position** means the position held by the employee immediately before proceeding on leave or a period of different shift availability under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (b) **Different shift availability** means a different availability to work rostered shifts than the availability notified by the employee to the employer prior to the taking of parental leave.

27.15 Entitlement to return to work on a different shift availability

With the agreement of the Company an employee whose former position was as an eligible casual employee, may return to work on a different shift availability in one or more periods at any time from the seventh week after the date of birth or the placement of the child until its second birthday.

27.16 Return to former position

- (a) An employee who has had at least twelve months' continuous service with the Company immediately before commencing a period of different shift availability after the birth or placement of a child has, at the expiration of the period of such different shift availability or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) hereof will prevent the Company from permitting the employee to return to his or her former position after a second or subsequent period of different shift availability.

27.17 Effect of different shift availability employment on continuous service

An employee's commencement on different shift availability under clause 27.14, and return from different shift availability to his or her former position under clause 27.15, will not break the employee's continuity of service of employment.

27.18 Different shift availability agreement

- (a) Before commencing a period of different shift availability employment under clause 27.14, the employee and the employer will agree:
 - (i) that the employee may work on a different shift availability; and
 - (ii) upon the period of different shift availability employment.
- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it will be reduced to writing and retained by the Company. A copy of the agreement and any variation to it will be provided to the employee by the Company.

27.19 Nature of different shift availability work

The work to be performed on a different shift availability need not be the work performed by the employee in his or her former position but will be work otherwise performed under this Agreement.

28. INTRODUCTION OF CHANGE

28.1 Duty to Notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company will notify the employees who may be affected by the proposed changes and, if requested by the employees, their representatives.
- (b) Significant effects' include termination of employment, major changes in the composition, operation or size of the Company's 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 will be deemed not to have significant effect.

28.2 Duty to discuss Change

- (a) The Company will discuss with the employees affected, and if requested by the employees their representatives, the introduction of any of the changes referred to in clause 28.1(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 will give prompt consideration to matters raised by the employees and/or their the representatives in relation to changes.
- (b) The discussions will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 28.1(a).
- (c) For the purpose of such discussion, the Company will provide in writing to the employees concerned and, if requested by the employees, their representatives all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company will not be required to disclose confidential information the disclosure of which would be inimical to its interests and will not be required to provide information about employees bound by the agreement unless provision of that information is required or authorised by law.

29. SUPERANNUATION

29.1 All employees will have their superannuation contributions in accordance with the Superannuation Guarantee Charge paid into the TABCORP Superannuation Fund.

29.2 These payments will be made by the Company on the basis of ordinary time earnings earned by the employee.

29.3 The Company will provide each employee upon commencement of employment, membership forms of the TABCORP Superannuation Fund and will forward the completed membership form to the Fund Administrators within 14 days of receipt of the form from the employee.

29.4 Employee Contributions

- (i) Any employee may make contributions to the Fund in addition to those made by the Company.
- (ii) An employee who wishes to make additional contributions must authorise the Company in writing to pay into the Fund on behalf of the employee from the employee's wages, a specified amount in accordance with the Fund Trust Deeds and Rules.
- (iii) Upon receipt of such written authorization from the employee, the Company must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorization.
- (iv) An employee may vary his or her contribution rate at any 1 July each year by written authorization and the Company must alter the variation from the first pay period commencing on or after 1 July.
- (v) Additional employee contributions to the Fund will be expressed as a percentage of salary or an approved dollar value as determined by the Trustees from time to time.

30. HOURS OF WORK OTHER THAN SHIFT WORKERS

30.1 Hours of work – Day Work

The ordinary hours of work per week for weekly employees will be 38 worked between 7.00 a.m. and 8.00 p.m. Monday to Saturday (inclusive).

30.2 Hours of work - casuals (excluding on-course work)

- (a) Each engagement will be a separate engagement.
- (b) For employees involved in Account Sales operations:
 - (i) The minimum shift length for shifts commencing after 8.00 a.m. and before 5.00 p.m. to be of 3.5 hours (twilight meetings excepted).
 - (ii) The minimum shift length for shifts commencing from 5.00 p.m. to be of 3.5 hours.
- (c) For employees involved in retail offices:
 - (i) The minimum shift length for shifts commencing after 10.00 a.m. and concluding at or before 5.30 p.m. on Saturday to be of 3.5 hours in all branches.
 - (ii) The minimum shift length for shifts commencing after 10.30 a.m. and concluding at or before 5.00 p.m. (Monday to Friday inclusive) to be of 3.5 hours duration in all branches.
 - (iii) In all branches the minimum shift on public holidays the minimum will be 3.5 hours.

- (d) Except as outlined in clause 19.7 of this Agreement, casual employees ready, willing and available who are rostered for a period of work and commence on that day will receive payment at the appropriate rate for the whole of the period of such roster, unless the casual employee has been notified the previous day of a change in the roster.
- (e) A minimum of ten minutes will be allowed to operators setting up and balancing purposes, and a period of between 30 minutes and 45 minutes will be allowed manual payouts for setting up and balancing purposes.

30.3 Working ordinary hours on Saturday and Sunday

- (a) Despite clause 30.1 of this Agreement the days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Company and the employee
- (b) Where agreement is reached in accordance with this clause the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday will be time and a half.
- (c) Where agreement is reached in accordance with this clause the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday will be double time.

30.4 Altering spread of hours

The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company. The spread of hours may be altered by up to one hour at either end of the spread, by agreement between the Company and the majority of employees concerned or in appropriate circumstances, between the Company and an individual employee.

30.5 Notice of days off

Except as provided in this clause in cases where, by virtue of the arrangement of the employee's ordinary working hours an employee, is entitled to a day off during the employee's work cycle, such employee will be advised by the Company at least four weeks in advance of the weekday the employee is to take off.

30.6 Substitute days

- (a) The Company may substitute the day an employee is to take off for another day in case of a break down in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An individual employee, with the agreement of the Company, may substitute the day the employee is to take off for another day.
- (c) Where the working of the 38 hour week is agreed to in accordance with this clause, an employee and the Company may agree to a banking system of up to a maximum of five rostered days off.
- (d) An employee would, therefore, work on what would normally have been the employee's rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the Company, provided not less than five days' notice given before taking the banked rostered day(s) off.

(e) No payments or penalty payment will be made to employees working under this substitute banked rostered day off. However the Company will maintain a record of the number of rostered days banked and will apply the average pay system during the weeks when an employee elects to take a banked rostered day off.

(f) Employees terminating prior to taking any banked rostered day(s) off will receive the following:

$$\begin{array}{ccc} \text{Average weekly pay} & \times & \text{Number of banked substitute} \\ & & \text{days} \\ 5 & & \end{array}$$

(g) Employees who work on a rostered day off basis each twenty day cycle will be entitled to twelve rostered days off in a twelve month period.

30.7 Standing by

Subject to any custom now prevailing under which employees are required regularly to hold themselves in readiness for a return to duty, employees required to hold themselves in readiness to work after ordinary hours will until released be paid standing-by time at ordinary rates from the time they are required to hold themselves in readiness.

31. SHIFT WORK -

31.1 Definitions

In this clause:

- (a) **Afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight.
- (b) **Night shift** means any shift finishing subsequent to midnight, and at or before 8.00 a.m.
- (c) **Permanent night shift** means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.

31.2 Altering span of hours

By agreement between the Company and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered up to one hour at either end of the span.

31.3 Ordinary hours of work- shift work

- (a) The ordinary hours of work for shift workers are to be an average of 38 per week and must not exceed 152 hours in 24 consecutive days.
- (b) By agreement between the Company and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 24 consecutive days but does not exceed twelve months.
- (c) Not more than ten ordinary hours will be worked in any one day.

31.4 Hours, shift allowances, special rates, meal interval

- (a) Notwithstanding any other provisions of this Agreement an employee may be employed upon shifts, in which case the ordinary hours for a week's work will be 38, and will be performed in shifts not exceeding six shifts of ten hours each. A Sunday may be included.
- (b) Times of beginning and ending the shift of an employee may in any case be varied by agreement between the Company and the employee or in the absence of agreement may be varied by at least one week's notice given by the Company to the employee.
- (c) A shift worker employed on an afternoon shift or a night shift will for work done during the ordinary hours of any such shift, be paid ordinary rates plus an additional 15% for afternoon or night shift, or an additional 30% for a permanent night shift.
- (d) A shift worker whose ordinary working period includes a Saturday, a Sunday or a public holiday (as prescribed in clause 36 - Public holidays) as an ordinary working day will be paid at the rate of time and a half for such ordinary time as occurs on such Saturday, Sunday or public holiday.
- (e) Where ordinary shift hours commence between 11.00 p.m. and midnight on a Sunday or public holiday, the ordinary time so worked before midnight will not entitle the shift worker to the Sunday or public holiday rate. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday will be regarded as ordinary time worked on such Sunday or public holiday.
- (f) Twenty minutes will be allowed to a shift worker for a meal during each shift before the expiration of five hours. Such meal break will be counted as time worked.

32. OVERTIME

32.1 Requirement to work reasonable overtime

- (a) Subject to subclause (b) hereof the Company may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety
 - (ii) the employee's personal circumstances including any family responsibilities
 - (iii) the needs of the workplace or enterprise
 - (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it, and
 - (v) any other relevant matter.

32.2 Overtime Payments - Day Workers

- (a) Employees working:
- (i) within the spread of ordinary hours prescribed in this Agreement in excess of hours fixed for an ordinary week's work (other than any additional hours worked to affect a nineteen day, four week work cycle);
 - (ii) outside the hours prescribed by an applicable shift roster; and
 - (iii) on a shift other than a rostered shift;

will be paid time-and-one-half for the first three hours and double time thereafter calculated from the normal finishing time on a daily basis.

(b) Payment for working Sunday and public holidays

- (i) All work done will be paid for as follows:
- Sunday – double time
 - On a Public Holiday – double time and a half.
- (ii) provided that an employee required to work on a Sunday or public holiday or substituted day as provided in clause 36 of this Agreement, will be entitled to not less than four hours' pay provided the employee is available for work during such four hours.

- (c) The minimum period for which employees will be paid overtime will be one half hour per week.

32.3 Overtime – Shift Workers

- (a) An employee for all time worked:
- (i) in excess of the ordinary weekly hours fixed by this Agreement will be paid time and a half for the first three hours and double time thereafter; or
 - (ii) in excess of ordinary hours on an ordinary shift will be paid time and a half for the first two hours and double time thereafter.
- (b) A shift worker whose ordinary working period does not include a Saturday, a Sunday or a public holiday as an ordinary working day will if required to work on any such day be paid double time for work done with a minimum payment of four hours at double time if the employee is available for work during such four hours. This provision for minimum payment will not apply where the work on such day is continuous with the commencement or completion of the employee's ordinary shift.
- (c) The special rates herein prescribed are in substitution for and not in addition to the shift allowances prescribed.

32.4 Rest Period After Overtime

- (a) When overtime is necessary it will wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times, will subject to this clause be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring such absence.
- (c) If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty the employee will be paid at double the ordinary time rate of pay until the employee is released from duty for such period and the employee will then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) Overtime worked in the circumstances specified in clause 32.5 Return to duty will not be regarded as overtime for the purpose of this subclause.
- (e) The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purposes of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (f) When an employee has not substituted nor banked the rostered day off and therefore works overtime on the rostered day off, the rate of pay will be calculated in accordance with the provisions of clause 32.2 of this Agreement.

32.5 Return to duty

Where an employee is required to return to duty after the usual finishing hour of work for that day the employee will be paid at the overtime rates prescribed in clause 32.1 of this Agreement but will receive a minimum payment as for three hours' work. Provided that this clause will not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

32.6 Time off in lieu of overtime

- (a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- (b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) The Company will, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.

33. SUNDAY SHIFTS

33.1 Sunday work will be on a voluntary basis.

33.2 Employees who volunteer to be available to work on a Sunday will be included on a Sunday availability list. The Sunday availability list will be generated every three months and will be finalized three weeks prior to the commencement of each three month period. Once an employee has put their name on the list he/she will be expected to work a shift rostered on a Sunday except:

- (a) if they make themselves unavailable to work a Sunday pre roster
- (b) at the request of the operator they are removed from the list
- (c) if genuine reasons exist for the failure to attend on a rostered Sunday shift. At the Company's discretion proof may be required of the reason for the failure to attend.

34. MAKE-UP TIME

An employee employed within the Retail Division may elect, with the consent of the Company, to work **make-up time** under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

35. SUMMER TIME

Notwithstanding anything contained elsewhere in this Agreement, the length of any shift:

- (a) commencing before 2.00 a.m. standard time on the last Sunday in October in each year and ending thereafter; or
- (b) commencing on or before 2.00 a.m. standard time on the first Sunday in March in each year and ending thereafter, will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set out the time fixed to the *Summer Time Act 1972*.
- (c) The expression **standard time** means standard time within the meaning of the said Act.

36. PUBLIC HOLIDAYS

36.1 An employee other than a casual employee will be entitled to public holidays on the following days:

- (a) New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Christmas Day and Boxing Day; and
- (b) Melbourne Cup Day in the Melbourne metropolitan region or any other day in lieu specified according to State, Territory or locality or on some other basis.

36.2 Substitution

- (a) When Christmas Day is a Saturday or a Sunday, a public holiday in lieu thereof will be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a public holiday in lieu thereof will be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof will be observed on the next Monday.

36.3 Substitution of public holidays by agreement at the enterprise

- (a) By agreement between the Company and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- (b) The Company and individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

36.4 Where a full-time employee's ordinary hours of work are structured to include a week day off and such day off falls on a public holiday the employee is entitled to a substitute day off on an alternative week day.

36.5 Any employee who fails to attend for work on the working day before and/or after a public holiday without reasonable excuse will not be entitled to be paid for such holiday.

37. JOURNEY ACCIDENT INSURANCE

The Company will continue to provide Journey Accident Insurance to all employees covered by this Agreement

38. OCCUPATIONAL HEALTH AND SAFETY

38.1 The parties to this Agreement are committed to achieving a healthy and safe workplace. This will be achieved by establishing a systematic approach to managing occupational health and safety (OHS) which aims to:

- (a) control hazards at the source by establishing an OHS system in consultation with staff (as required by the Victorian OHS Act 2004);
- (b) reduce the incidence and costs of occupational injury and illness reduce the incidence and costs of occupational injury and illness by ensuring adequate breaks are taken and staff are trained in office ergonomics and appropriate OHS practices ; and
- (c) provide a rehabilitation system for workers affected by occupational injury or illness

38.2 Consultative Arrangements

Consultative mechanisms will be established in consultation with employees to address OHS issues. These will include:

- (a) employee nomination and election of Occupational health and safety representatives (this title also includes Deputy Occupational Health and Safety Representatives);
- (b) the establishment and functions of an OHS committee; and
- (c) the establishment of consultative procedures for the identification and resolution of health and safety issues. Where resolution through consultation does not succeed the organisation will follow the requirements of the Victorian Issue Resolution Regulation.

38.3 The OHS Committee will consist of equal numbers of management representatives and Occupational Health and Safety Representatives nominated or elected by members of their designated work groups.

38.4 Training Arrangements

- (a) Occupational health and safety representatives will be given paid leave to attend WorkSafe approved OHS courses to a maximum of five days a year.
- (b) Workplace induction and on-the-job training will include health and safety training to enable employees to identify OHS hazards and inform the employers' competent representative of the need to eliminate or reduce the hazard. This training will also include promotion of all workplace policies and procedures that relate to Occupational Health and Safety.

38.5 Occupational Health and Safety Management Systems

- (a) The Company will institute appropriate procedures for collecting and providing information on the nature of hazards and the incidence of injury and illness.
- (b) A system of regular workplace inspections and regular hazard audits of work areas and work practices will be established. These will be carried out with OHS Representatives. The company acknowledges OHS Representatives have the right to inspect their workplace at any time after giving reasonable notice. Two hours will constitute reasonable notice.
- (c) The Company will take prompt action to deal with any health and safety problems and maintain a healthy and safe workplace.

PART 2- ACCOUNT SALES

39. THREE STANDARD AVAILABILITIES

- 39.1 The number of operators required will vary in response to operational demands and as such team members will be offered a guaranteed base number of hours at the time of recruitment. There will be a minimum of four hours and a maximum of 38 hours across 24 hours and seven days.
- 39.2 Team members will nominate their availability and preferred shift length and will be rostered within this agreed span accordingly.
- 39.3 Team members will not be rostered to work outside of their nominated availability but may work outside these bands where consultation and mutual agreement is sought and met by both the business and the employee.

40. MINIMUM ENGAGEMENT

- 40.1 Employees rostered to work Day Last Race (DLR) should remain at work until the running of the DLR. In the case of day operators this will normally not be later than 6.00 p.m. on a weekday. Individual employees, who for bona fide reasons, need to leave work early should advise their supervisor as early as possible into the commencement of the shift and seek agreement to do so. No such request will be unreasonably denied.
- 40.2 In addition to the other shifts rostered, day availability employees may be rostered to 6.00 p.m.

41. NOTIFICATION OF HOURS OF WORK

- 41.1 The provisions of this clause will be read in conjunction with clauses 30 and 31 of this Agreement.
- 41.2 The Company within the parameters of an employees availability arrangements will determine start and finish times for shifts on the basis of the scheduled race times. Normally only 24 hours notice of start and finish times can be given to operators. The Company will, wherever possible, provide at least 36 hours notice of start and finish times by establishing a direct communication links between the Operations Centre and the Racing Services Bureau.
- 41.3 Changes to start and finish times may still occur due to unforeseen circumstances prior to, or on the race day itself. For example cancellations due to weather, race postponements due to a fall etc. However the most accurate and up to date information will be made available to employees in the event of changed start and finish times which have previously been advised.
- 41.4 A casual employee employed to work his/her rostered hours subject to a night shift will be paid the appropriate night rates as outlined in Appendix A to this Agreement.

42. SHIFT EXTENSIONS

- 42.1 The Company will have the ability to have shift extensions up to two hours, but only to cover on the day non attendance and then, only if the individual operator agrees.
- 42.2 Operators offered the opportunity of working an extended shift will be advised as the approximate scheduling of any variation to their breaks (if applicable) at the time of being offered the extension of work.

43. OVERTIME

- 43.1 In lieu of clause 32 of this Agreement the Company will afford the following payment to casual employees
- 43.2 The number of hours to be worked each fortnight by a casual employee covered by this Agreement will be sixty hours before the penalty rates as outlined in Appendix A to this Agreement are paid.
- 43.3 A casual employee required to work on a Sunday will be paid the hourly rate as outlined in Appendix A to this Agreement.

44. SHIFT SWAPPING

- 44.1 All Account Sales employees are entitle to request up to two shift swaps per fortnightly roster period subject to the following.
- 44.2 48 hours notice in writing, on shift swap form to Duty Assistant Manager.
- 44.3 No requirement to stay in the same availability.
- 44.4 Must not exceed 30 hours per week

- 44.5 Employees to recognize that a shift may be cancelled after a swap arranged and not compensation will apply
- 44.6 Written requests may be presented to supervisors during paid time, however any discussion regarding requests should occur during office hours and not during peak periods.
- 44.7 Swaps between two operators only.
- 45. BREAKS BETWEEN DOUBLE SHIFTS**
- Breaks between rostered double shifts will be where possible approximately 45 minutes.
- 46. TEA BREAKS**
- 46.1 Employees who are rostered to work less than seven consecutive hours will be allowed two rest intervals on each day as follows:
- (a) the first of ten minutes to be allowed between the time of commencing work and the usual meal interval;
 - (b) the second of ten minutes to be allowed between the usual meal interval and the time of ceasing work for the day.
- 46.2 Employees who are rostered to work shifts of at least seven consecutive hours will in lieu of the rest interval prescribed in clause 45.1 hereof be allowed two rest intervals of 15 minutes duration.
- 46.3 At the commencement of each shift scheduled tea breaks for operators will be advised. The scheduling of these breaks will take into account the scheduled time for races during that shift. Such intervals are to be counted as part of time worked.
- 46.4 Where practicable, employees will not be required to take a break until one a half hours has elapsed from the shift start time, nor will they be expected to work more than two and a half hours without a break, unless they agree to do so.
- 46.5 The Company and the employees agree that circumstances may arise (e.g. a race delay) where the taking of breaks in accordance with the daily schedule is not possible. As such the Company may with mutual agreement with the employee reschedule the break and delay the taking of the break or bring forward such break by up to ten minutes.
- 47. PUBLIC HOLIDAYS – CHRISTMAS DAY, GOOD FRIDAY AND EASTER SUNDAY**
- 47.1 If racing is rostered on Christmas Day, Good Friday and/or Easter Sunday employees will be rostered on a voluntary basis.
- 47.2 In lieu of clause 32.2(b) a casual employee will be paid the hourly rate as outlined in Appendix A to this Agreement.

48. REDUNDANCY PROCESS AND SEVERANCE PAYMENT

48.1 The provisions of this clause will be read in conjunction with clause 17 of this Agreement

48.2 A program of voluntary redundancy will be offered by the Company when either:

(a) the number of rostered shifts for any individual employee worked in any three consecutive roster periods (i.e. six weeks) falls below 75% of the number of shifts rostered in the corresponding three roster periods of the preceding 12 months within any availability. Provided that the employee is still in the same availability group and there have been no special circumstances that have artificially inflated or deflated rostered work i.e. the principle is to compare two like samples of work and if the samples are not directly comparable then they do not automatically qualify.

OR

(b) the business suffers a downturn or change of operational, technological or other relevant factors which impact on the availability of work for operators is such that work either has or is projected to be eroded in such a way as to meet the criteria in (a) above.

48.3 The aim of any redundancy program will be to restore work level availability to the previous levels or levels otherwise agreed for all remaining operators.

48.4 It is accepted that depending on circumstances that have led to the need for redundancy that redundancies in particular areas of the business or availabilities might be necessary.

48.5 Voluntary Redundancy will at all times be sought in any redundancy program.

48.6 Expression of interest will be sought from employees so as to gauge interest in any voluntary redundancy. Should the expressions of interests establish there are suitable numbers of employees to allow the goals of the redundancy program to be met then the Company will proceed to offer redundancy formally to employees who have expressed an interest. Should there be an excess of voluntary nominees for available positions the Company reserves the right to select those operators who will depart.

48.7 An employee who has expressed interest in redundancy may withdraw their application prior to the final decision being made with regard to the employee.

48.8 Any person who, as a result of the voluntary redundancy process above, will be paid a redundancy payment of two weeks pay for completed year of service. This payment will be capped at a maximum of 52 weeks redundancy pay.

48.9 If there is insufficient interest for voluntary redundancy the Company may select those individuals to be made redundant.

48.10 In circumstances where compulsory redundancies are the only option the employee will be paid a redundancy payment of three weeks pay for each completed year of service. This payment will be capped at a maximum of 52 weeks redundancy pay.

48.11 For the purposes of redundancy payments or payment in lieu of notice, the average weekly earnings will be based on the hours worked over the previous 52 weeks immediately preceding any redundancy date divided by 52 for the individual concerned.

49. TRAINING

- 49.1 Training for telephone operators will be reviewed and developed with a view to implementing a structured ongoing skills enhancement and development program, designed to improve product knowledge and skills of operators. Such training will wherever possible, be accredited and approved by the relevant industry training authority.
- 49.2 The Company will assist those operators seeking to work in the TABCORP Agency Network with accreditation training. Whilst the Company will meet the costs of the accreditation course, the training will be attended on the employee's own time.

50. MANAGEMENT KEYING

- 50.1 It is not the Company's intention to have Managers and Co-ordinators regularly taking customer calls other than for training, familiarization and transfer/escalation purposes or during unexpectedly busy periods.
- 50.2 Subject to the Company having exhausted its rostering obligations Managers and Co-ordinators will be restricted to taking bet related calls for no more than 30 minutes per shift where operational demands require it.

51. SALES SUPPORT, OR CUSTOMER SERVICE CENTRE LOADING

Employees who are rostered to perform the Sales Support role or who are rostered to work in the Customer Service Centre are to be paid \$2.00 per hour in addition to the relevant Operator hourly rate.

PART 3- RETAIL

52. CLASSIFICATION STRUCTURE

- 52.1 Employees will be classified in accordance with the following classification structure:
- (a) Seller; or
 - (b) Cash Control Operator
- 52.2 Indicative Tasks required of a Seller include:
- (a) sell and pay bets;
 - (b) ensure individual cash float is maintained and correct;
 - (c) balance own terminal at designated times of the day;
 - (d) provide customer service (e.g. updating information on racing, products, equipment, etc);
 - (e) keep equipment in good working order (e.g. clear paper jams, change paper rolls, minor repairs; and
 - (f) keep TAB area in neat and orderly manner (e.g. stocking ticket bins, general tidiness)
- 52.3 In addition to the tasks required of a Seller a Cash Control Operator will be required to perform the following:
- (a) operating the security system;
 - (b) operating Tabcorp equipment (selling terminal, EBT, CIT, TABtext, DFS)
 - (c) maintaining equipment in good working order
 - (d) identifying and reporting faults

- (e) managing the outlet's cash;
- (f) processing non-system transactions
- (g) keeping accurate records of documentation
- (h) maintaining the venue in a clean and tidy manner
- (i) updating and effectively displaying all racing information including TVs and boards
- (j) displaying all marketing point of sale material as required
- (k) dealing with customer complaints and problems such a problem gambling enquiries
- (l) opening customer TAB accounts and changing customer account PINs
- (m) advising and assisting customers on TAB procedures
- (n) checking, ordering and re-stocking stationery supplies

53. HOURS OF WORK

- 53.1 The provisions of this clause will be read in conjunction with clauses 30 and 31 of this Agreement.
- 53.2 In lieu of clause 31.1(b) a night shift commences when a day racing program concludes and a night shift program commences. Clause 31.4(c) will have no application. An employee required to work on a night shift will be paid the appropriate hourly rates of pay as outlined in Appendix B to this Agreement.
- 53.3 An employee in fulfilling his/her duties may be required to work until 30 minutes post the time of the last race. An employee may be required to undertake his/her rostered subject to a day race, a night race or a combination of both.

54. OVERTIME

- 54.1 In lieu of clause 32 of this Agreement the Company will afford the following payment to casual employees
- 54.2 The number of hours to be worked each week by a casual employee covered by this Agreement will be 30 hours before the penalty rates as outlined in Appendix B to this Agreement are paid.
- 54.3 A casual employee required to work on a Sunday will be paid the hourly rate as outlined in Appendix B to this Agreement.

55. REST BREAKS

- 55.1 Four categories of rest breaks will apply:
- (a) For shifts lasting up to 4.5 hours one 15 minute paid break
 - (b) For shifts lasting from 4.5 hours up to 6 hours (one 20 minute paid break
 - (c) For shifts lasting from 6 hours up to 6.5 hours two 15 minutes paid breaks
 - (d) For shifts in excess of 6.5 hours (one 15 minute paid break and one 30 minute unpaid break
- 55.2 No employee will be required to work more than 2.5 hours without a break.

56. REDUNDANCY PROCESS AND SEVERANCE PAYMENT.

- 56.1 The provisions of this clause are read in conjunction with clause 17 of this Agreement.
- 56.2 The Company is committed to providing appropriate separation provisions for all branch operators who are negatively impacted by either branch closure or significant reallocation of hours.
- 56.3 The Company recognises that the first priority is in maintenance of employment and in situations when available work is reduced, all measures, especially the reallocation of affected employees will be considered. In light of this employees will not unreasonably refuse any offer of re-location.
- 56.4 A redundancy situation will be acknowledged and separation provisions will apply where all other actions have been taken to avoid redundancy and an employee is still able to demonstrate that his or her working hours have significantly decreased in accordance with the following mechanism:

Period of rostered hours measures:	6 weeks
Required average reduction:	25%
Comparative period:	year on year

56.5 Redundancy Payments and Notice

- (a) In the event an employee volunteers for redundancy he/she will be paid a redundancy payment of two weeks pay for each completed year of service. This payment will be capped at a maximum of 52 weeks redundancy pay.
- (b) In circumstances where compulsory redundancy is the only option the employee will in lieu of subparagraph (a) hereof receive a redundancy payment of three week pay for each completed year of service. This payment will be capped at a maximum of 52 weeks.

56.6 Calculating Voluntary and Compulsory Redundancy Payments

For the purposes of redundancy payments or payment in lieu of notice, the average weekly earnings will be based on the hours worked over the previous 52 weeks immediately preceding any redundancy date divided by 52 for the individual concerned.

57. SHIFT SWAPPING

- 57.1 Shift swapping provides a means to assist operators who, for genuine reasons, cannot work a shift for which they are rostered. Shift swapping should not be used by operators except in situations where unexpected commitments arise outside of work which conflict with their rostered shift. Operators may alter their shift arrangements by swapping their shift with another operator in accordance with the following principles.
- 57.2 If the operator fails to comply with the rules detailed below and as a result works more than 60 hours in a fortnight the Company will not be obliged to pay the after 60 hours penalty rate.
- 57.3 A shift swap form will need to be completed.
- 57.4 Operators to initiate their own swap.
- 57.5 Both operators involved are to apply in writing (one or two signed forms).
- 57.6 A minimum of seven days' notice on shift swap must be given except in exceptional circumstances.

- 57.7 There is no requirement to stay within the same availability. For example days only will be permitted to work a night shift but the work requirements must be adhered to.
- 57.8 Operators must agree that a swap is done by choice.
- 57.9 No swap will be approved which results in an employee working than 30 hours over a week.
- 57.10 Once the shift swap form is handed in, it will be taken as actioned and the shift swap accepted unless a problem arises, in which case a supervisor will contact the employee as soon as possible.
- 57.11 A shift swap may be cancelled after a swap has been arranged and no compensation will apply.
- 57.12 Once a swap has been actioned it is not reversible without written consent from management.

PART 4- ON COURSE

58. CLASSIFICATION STRUCTURE

58.1 Employees will be classified in accordance with the following classification structure.

58.2 Clerical Assistant (Junior and Senior)

(a) **Summary of duties**

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

(b) **Specific tasks**

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

- (i) May undertake basic duties such as posting race day information, other promotional material.
- (ii) Maintaining tidiness of the physical environment.
- (iii) Delivery and messenger work.
- (iv) Money counting.
- (v) May take bets from the general public in a training session under direct supervision.

(c) **Previous experience and training**

- (i) No previous work related experience or knowledge required.
- (ii) No prior training required.

58.3 Local Clerk

(a) Summary of duties

Works under general supervision on general clerical duties.

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

(b) Specific tasks

- (i) Sells bets to the general public or engaged in related wagering activities.
- (ii) 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.
- (iii) Notwithstanding the above, an employee at this level may be required to perform any or all of the duties of lower paid classifications.

(c) Previous experience and training

Previous in-house training and experience would be desirable.

58.4 Officer

(a) Summary of duties

- (i) 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.
- (ii) 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.
- (iii) 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.

(b) **Specific tasks**

- (i) Performs supervisory duties, co-ordinates duties of sub-ordinates or engaged in related wagering activities.
- (ii) Supervisor of an operational unit, or a specialist officer within those units.
- (iii) May provide in-house training to own staff. Plans own work schedule within routine operational guidelines.
- (iv) Duties may include, but are not limited to senior accounting functions and computer operations.

(c) **Previous experience and training**

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

58.5 **Senior Officer**

(a) **Summary of duties**

- (i) 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.
- (ii) 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.
- (iii) Recommends on operating decisions which call for considered judgment and original thinking that will have a noticeable effect on the organisation.
- (iv) 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.
- (v) Overall performance or errors in judgment 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.
- (vi) 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.
- (vii) 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.
- (viii) Is aware of emergency procedures and capable of implementing these effectively.
- (ix) Has working knowledge of Totalizator Regulations On-Course.

(b) **Specific tasks**

- (i) 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.
- (ii) Responsible for controlling own work and the work of others being supervised, and reports progress to superior daily.
- (iii) Duties may include senior level and computer operations or senior specialist in a business discipline.
- (iv) Notwithstanding the above, an employee at this level may be required to perform any or all of the duties of a lower paid classification.

(c) **Previous experience and training**

- (i) Through practical experience or advanced training would be necessary.
- (ii) Requires demonstrated knowledge of a number of operational units and their relationships to the rest of the organisation.
- (iii) In-house and external training would be provided to supplement exiting experience and training.
- (iv) Knowledge and experience base would not normally be obtained without a minimum of five years on-the-job training.

59. AVAILABILITY

59.1 there will be two categories of regular staff availability:

- (a) Full Availability'
- (b) Weekend and Public Holiday availability

59.2 The Company is committed to fair and equitable rostering for all employees regardless of classification and category. Employees will be rostered on an equitable rotational basis.

59.3 An employee's engagement for a mid week race will not prejudice his/her ability to be rostered on weekends and Public Holidays.

59.4 Saturdays, Sundays and Public Holidays will be rostered separately to ensure an equitable distribution of these race meetings to all employees.

59.5 The Company will attempt to roster hours of work six weeks in advance.

59.6 Replacements to rosters will be equitably distributed where possible.

60. ROSTERING COMMITTEE OBJECTIVE

60.1 A rostering committee of elected employee representatives will meet quarterly at agreed times with the Company to monitor, review and make recommendations on rostering issues.

60.2 The employee representatives will be paid a minimum of four hours at the Clerk hourly rate as prescribed in Appendix A to this Agreement.

60.3 Membership

The membership of this committee will comprise up to three management and employee representatives. Employee representatives are elected to the Rostering Committee by a vote of all on course staff.

60.4 Operation

- (a) The Chairperson will rotate every six (6) months between a management and employee representative
- (b) Agenda items can be made in writing by any employee via representatives to the Rostering Committee
- (c) An agenda is to be formulated prior to the scheduled meeting and distributed to all participants 4 business days prior to the scheduled date. Submissions for input to the agenda must be sent to the nominated person 7 business days prior to the next scheduled meeting date
- (d) No item unless mutually agreed will be added to the Agenda less than a week prior to the scheduled meeting
- (e) Minutes at these meetings are to be recorded by a nominated representative and distributed to all attendees within the next 5 business days.
- (f) Meeting minutes from the prior meeting are to be reviewed and passed by the attendees prior to the commencement of new agenda items
- (g) As a result of topics that are raised for discussion, any action items should be followed up and reported to the next meeting or before if required

60.5 Terms of Reference

The Committee will investigate and seek to reach agreement on the following matters:

- (a) to survey and classify the aspiration of On Course employees regarding workload levels;
- (b) to monitor workload levels of On Course employees in light of changes to working arrangements in previous workplace agreements;
- (c) to monitor the impact of self-service terminals;
- (d) to review the current approach to staffing during the Spring Carnival and, if possible, recommend alternatives which better meet the needs of the Company and employees;
- (e) to monitor the impact of four hour sessions;
- (f) to monitor the equitable rostering principles contained in previous workplace agreements;
- (g) to monitor race meetings being rostered closer to an employee's home;
- (h) raise any issue relating to employees in the application of this Agreement;
- (i) raise any initiatives currently planned that will have any impact on employees covered by this Agreement;
- (j) management to advise on future directions regarding staffing; and
- (k) nothing will prevent any employee or management representative raising issues not specifically covered above.

60.6 Facilities and Resources

It is agreed that members of the Committee with prior approval of the Company will have reasonable access to:

- (a) meeting room
- (b) telephones;
- (c) photocopier;
- (d) facsimile; and
- (e) word processing facilities

The Company will allow reasonable preparation time for employee members of the committee and will approve relevant training that may be required by employee representatives in order for them to fulfil their role on the committee.

60.7 Confidentiality

It is agreed that there may be some information that will be regarded as confidential. In these circumstances the Company will advise all members of the committee of the confidential nature of the material. Such information will be treated by the committee as confidential and not for publication.

61. SESSIONAL RATE

- 61.1 Employees will be paid a sessional rate for hours required to be worked. Different sessional rates are paid for race meetings held midweek, Saturday, Sunday and Public Holidays. The different sessional rates for casual employees are outlined in Appendix C to this Agreement.
- 61.2 The sessional rates fully compensate the employee for each session worked and have been calculated to take into consideration the clauses of this Agreement relating to hours of work.

62. HOURS OF WORK

- 62.1 Casual employees will be required to work either full sessions, four hour sessions or four hours session at Greyhound meetings.
- 62.2 The following table sets out the relevant commencing and finishing times of a full session.

Classification	Hours of duty B	Hours of Duty C
Senior Officer	2	2
Officer	2	1.5
Clerk Local	0.75	0.5
Clerical Assistant (Senior and Junior)	0.75	0.5

Hours of Duty B sets out the number of hours before the advertised time of starting of the first race that ordinary hour commence and Hours of Duty C sets out the number of hours after the starting of the last race that ordinary hours finish.

Any employee required to work outside the above commencement and finishing times will be paid the applicable overtime rate prescribed in Appendix C of this Agreement. Such overtime will be paid at a minimum of 30 minutes and thereafter at 15 minute increments.

62.3 Greyhound meetings – Four Hour Sessions

Employees rostered to work at greyhound meetings will be paid at 75% of the applicable sessional rates outlined Appendix C of this Agreement. If the employee is required to work in excess of four hours the employee will be paid overtime as prescribed by this Agreement and such overtime will be initially be paid at a minimum of 30 minutes and thereafter at 15 minute increments.

Classification	Hours of duty B	Hours of Duty C
Senior Officer		
Officer	1.25	0.75
Clerk Local	0.5	0.25
Clerk Local (Designated Clerk Bank)	1	0.25

Hours of Duty B sets out the number of hours before the advertised time of starting of the first local greyhound race and Hours of Duty C sets out the number of hours after the starting of the last local greyhound race.

62.4 Four Hour Sessions Operators – Metropolitan Race Meetings excluding Greyhound

In response to the demand pattern caused by some Totalisator customers attending only for the latter part of the race meetings, it has been agreed that employees may be engaged as four hour session operators subject to the following principles:

- (a) such employees will be required to commence work three hours and fifty minutes prior to the last local race.
- (b) employees will be paid at 75% of the applicable sessional rates outlined in Appendix C to this Agreement. If the employee is required to work in excess of four hours the employee will be paid overtime as prescribed by this Agreement and such overtime will be initially be paid at a minimum of 30 minutes and thereafter at 15 minute increments.
- (c) up to 30% of total operators at Metropolitan race meetings on Saturdays, Sundays and public holidays will be rostered on the basis of four hour sessions.
- (d) all regular employees regardless of job position will be expected to share the allocations of four hour sessions and will be rostered accordingly. If a regular employee elects not to work an allocated four hour session, that employee will forego any engagement at the meeting concerned.
- (e) regular employees may expect to work four hour sessions of not more than:
 - (i) 1 in 16 Sunday meetings;
 - (ii) 1 in 14 Saturday meetings;
 - (iii) 1 in 7 Public Holiday meetings; and
 - (iv) 7 per racing calendar.
- (f) any employee may indicate a preference to do four hour sessions on a regular basis.
- (g) every endeavour will be made to ensure that employees rostered for four hour sessions will not be rostered at the racecourse furthest from their residential address. Where this occurs employees will be entitled to seek alternative arrangements for their four hour session allocation.

63. REST BREAKS

63.1 Rest breaks will occur as follows:

- | | | |
|-----|--|---------------------------------|
| (a) | four hour session | 1 x 15 minute break |
| (b) | greyhound meetings | 1 x 15 minute break |
| (c) | 7 race session (races/harness) | 1 x 15 minute break |
| (d) | 8 race session (races/harness) | 1 x 15 plus 1 x 10 minute break |
| (e) | 9 plus race session (races/harness) | 2 x 15 minute breaks |
| (f) | Melbourne Cup and race meeting
Session greater than 7.5 hours | 3 x 15 minutes |

63.2 The timing on which breaks will be taken on Melbourne Cup Day or for a race meeting greater than 7.5 hours will be at the employee's immediate manager/supervisor's discretion

64. EMPLOYEE FORCED TO LEAVE DUTY DUE TO ILLNESSES

If an employee is forced to leave duty due to illness before completion of a session he/she will be entitled to receive 75% of the applicable sessional rate outlined in Appendix C on the production of a medical certificate from a registered health practitioner or a statutory declaration.

65. TRAVEL ALLOWANCE

65.1 In lieu of clauses 14.3 and 14.4 of this Agreement employees will be entitled to the following Travel Allowance::

65.2 Metropolitan and Regional (Port Phillip)

When employees are required to attend Metropolitan and designated Regional race meetings at Mornington, Pakenham, Cranbourne, Yarra Glen, Geelong and Werribee a travel allowance of \$14.00 will be paid for all race meetings.

65.3 Country

- (a) The Company will provide free of cost adequate transport to and from the course or ground for all employees to a meeting outside a radius of 30 kilometres of the employee's respective region.
- (b) Where the Company requests an employee to use his/her own vehicle in the performance of his/her duties, such an employee will be paid an allowance at the rate of 65 cents per kilometre travelled divided by four, for any distance travelled outside the 30 kilometres of the employee's respective region.

66. MEAL ALLOWANCES

- 66.1 In lieu of clause 14.2 of this Agreement an employee rostered to work at metropolitan races will be entitled to the following Meal Allowance:
- (a) a dinner allowance of \$9.81 will be paid at all metropolitan race meetings where the last local race is scheduled to commence at 5.30 p.m. or later, or the last primary interstate race is scheduled to commence at 6.15 p.m. or later.
 - (b) a special meal allowance of \$9.81 will be paid to staff attending Derby Day, Melbourne Cup Day and Oaks Day at Flemington.
- 66.2 In lieu of clause 14.2 of this Agreement an employee rostered to work at a Regional Race Day meeting at Cranbourne, Pakenham, Yarra Glen, Mornington, Geelong and Werribee where the last local race is scheduled to start at 5.30 p.m. or later, or the last primary interstate race is scheduled to commence at 6.00 p.m. or later will be paid a dinner allowance of \$9.81. Such payment will only apply to:
- (a) regional thoroughbred and harness meetings; and
 - (b) twilight race meetings commencing before 2.30 p.m.
- 66.3 A lunch allowance of \$4.96 will apply to an employee rostered to work at a Regional Race Meeting at Cranbourne, Pakenham, Yarra Glen, Mornington, Geelong and Werribee when the first local is scheduled to commence prior to 12 midday.
- 66.4 **Country Race Meetings**
- An employee required to work at a meeting outside a radius of 30 kilometres of the employee's respective region will be paid a lunch allowance and meal allowance on the following basis.
- (a) when an employee is required to be on duty between the hours of 11.00 a.m. and 1.00 p.m. a lunch allowance of \$4.96.
 - (b) when an employee is required to be on duty between the hours of 5.00 p.m. and 7.00 p.m. inclusive, a dinner allowance of \$9.81
 - (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 \$4.96 and a dinner allowance of \$9.91.
- 66.5 **Warrnambool Cup Race Meeting**
- An employee who is required to attend for duty at the Warrnambool Cup Race Meeting and who do not stay over night will be entitled to the following meal allowances. Such meal allowances are payable irrespective of the race start times.
- (a) one lunch allowance of \$4.96; and
 - (b) two dinner allowances of \$9.81.

67. ACCOMMODATION ALLOWANCE

67.1 Clause 14.5 of this Agreement will have no application.

67.2 Where an employee has to attend a place of work more than 150 kilometres from his/her permanent place of residence, save and except for any Warrnambool Race Meetings, suitable overnight accommodation up to the value of \$150.00 per night will be offered on a twin share basis. If accommodation is offered meals to the value of \$30.00 will be provided to the employee. Payment for accommodation will be agreed between the Company and employee prior to the travel being undertaken.

67.3 Warrnambool Cup Race Meeting

Employees required to stay overnight will be provided with appropriate accommodation and a \$30.00 allowance for lunch and dinner and a \$10.00 allowance for breakfast.

68. REDUNDANCY PROCESS AND SEVERANCE PAYMENT.

68.1 The provisions of this clause are read in conjunction with clause 17 of this Agreement.

68.2 A program of redundancy will be offered when either:

(a) The rostered number of sessions in any twelve-month period falls below 75% of the number of sessions rostered in the corresponding twelve-month period. Provided that there have been no special circumstances that have artificially inflated or deflated rostered work, i.e. the principle is to compare two like samples of work and if the samples are not directly comparable then they do not automatically qualify.

OR

(b) the business suffers a downturn or change of operations, technological or other relevant factors which impact on the availability of work for operators is such that work either has or is projected to be eroded in such a way as to meet the criteria in (a) above.

68.3 The aim of the redundancy program will be to restoring work level availability to the previous level or levels otherwise agreed for all remaining employees.

68.4 It is accepted that, depending on circumstances that have lead to the need for redundancy, that redundancies in particular areas of the business or availabilities may be necessary.

68.5 Process

(a) Voluntary redundancy will at all times be the first option in any redundancy program.

(b) Expression of interest will be sought from employees so as to gauge interest in any voluntary redundancy program. Should the expressions of interest establish there are suitable numbers of employees to allow the goals of the redundancy program to be met then the Company will proceed to offer redundancy formally to those staff who have expressed interest. Should there be an excess of applications for redundancy, the Company reserves the right to select those operators who will depart.

(c) An employee who has expressed interest in redundancy may withdraw such an expression at any time prior to cessation of employment.

68.6 Redundancy Payments and Notice

Any person, as a result of the redundancy process above, will be paid a redundancy payment of two weeks redundancy pay for each completed year of service. This payment will be capped at a maximum of 52 weeks redundancy pay.

68.7 Compulsory Redundancy

- (a) In circumstances where compulsory redundancy is the only option, the following redundancy payments and notice will apply.
- (b) Any person who, as a result of a compulsory redundancy process, will be paid a redundancy payment of three weeks pay for each completed year of service. This payment will be capped at a maximum of 52 weeks redundancy pay.

68.8 Calculating Voluntary and Compulsory Redundancy Payments

For the purposes of redundancy payments or payment in lieu of notice, the average weekly earnings will be based on the hours worked over the previous 52 weeks immediately preceding any redundancy date divided by 52 for the individual concerned.

69. CASH SHORTAGES

69.1 This Agreement recognizes that accurate cash handling is a key performance criteria for operators, bankers and the TABCORP On Course operation.

69.2 The Company will ensure that unders are investigated in a fair and prompt manner. Employee's will be afforded the opportunity to have a representative present in any interview or meeting with the Company in relation to the investigation of unders.

69.3 Deductions will be repaid in accordance with the following schedule

- | | | |
|-----|--|---------------|
| (a) | Unders less than \$50 | \$7 per week |
| (b) | Unders between \$50 and \$100 | \$12 per week |
| (c) | Unders greater than \$100 | \$18 per week |
| (d) | Amounts may be varied by mutual agreement. | |

69.4 Query Guidelines

- (a) The onus will be on the employee to register a query by lodging an "Employees Cash Shortage Query" form or by means of written letter to the relevant Manager.
- (b) A shortage registered as a query by an employee will not be processed for automatic deduction or payment by the Company until such time as there is a resolution to the cash shortage query. Should a cash shortage be unknown to the employee on the day of the meeting, the employee will receive notification in writing of such shortage and be given seven days, from receipt of the notification, to either lodge a cash Shortage query or indicate what method of repayment is being elected.
- (c) Any disputes arising from this clause will be handled in accordance with the Disputes settlement Procedure contained in this Agreement.

69.5 **Classifications exempt from paying shortages.**

The following classifications are exempt from repaying cash shortages:

- (a) Senior Officer
- (b) Officer.
- (c) Clerk Local acting as designated Clerk Banks will be exempt from Cash shortages if their role incorporates both banking and selling duties, except where a separate operating float is maintained by the clerk and is able to be secured during any absence by the Clerk in the Course of their duties.

70. **IMPROVED SECURITY FOR CASH HANDLING**

70.1 The following procedures are in place and will be reiterated and monitored:

- (a) All outside doors to be locked at all times and checked regularly.
- (b) No access to tote house by unauthorised persons.
- (c) All Staff not rostered in a Tote House must provide a reason for their Visit.
- (d) Cash, either in drawers or banking areas, must never be left unattended.
- (e) Operator's cash drawer holdings are to be kept to the minimum amount i.e. less than \$1,000.
- (f) Operators are to secure their cash whilst on rest breaks. Processes will be reviewed and outcomes agreed upon from discussions with OHS Committee and TABCORP Distribution Manager.
- (g) Staff in subsidiary houses if they do not have immediate access to large amounts of cash or change should seek assistance from another operator by the cash in and cash out process.
- (h) Operators must wait at the end of day to make sure the bank has received their final cash and the banker verifies their cash.

70.2 It is recognised and agreed upon by the parties the importance of Security in the workplace for all staff.

70.3 It is therefore proposed to have the Occupational Health and Safety Committee to be the forum to discuss issues of a security nature. It is envisaged that items would be forwarded from the OHS Committee to the attention of the On Course Distribution Manager for discussion and implementation where agreed.

71. **ONE ON ONE REPLACEMENT GUIDELINES**

- 71.1 On going resignations and terminations are to be replaced by the Company on an one for one basis as required. It is recognized that such replacement method will minimize the impact of work available to the regular pool.
- 71.2 The Company may also add to the regular pool to ensure service levels to customers are maintained. This will be monitored by attendance KPIs at major event meetings.
- 71.3 The replacements will be sourced from the Skilled Maintenance Program employee pool.
- 71.4 Skilled maintenance employees will be upgraded to the Regular Pool according to their start date and their Spring Carnival commitment.

72. SESSION SWAPPING

- 72.1 Session swapping provides a means by which casual employees can alter their roster arrangement when for genuine reasons, they cannot work a sessions for which they are rostered.
- 72.2 An employee may alter a session arrangement subject to the strict adherence to the following rules.
- 72.3 Swaps must be for genuine reasons only. Session swapping should only be used by employees in situations when unexpected commitments arise outside of work which conflict with their rostered session.
- 72.4 Only four shift swaps per six week period.
- (a) shift swaps must be within a six week period
 - (b) swaps may be for any session or classification providing the persons swapping sign the clause on the form that they are aware that swapping may impact on rostering equity.
 - (c) employees may initiate their own swaps
 - (d) employees must agree that swaps are entered into voluntarily
 - (e) swaps to not apply to any of the Spring Carnival dates inclusive of whether those dates are subject to penalty or no penalty.
 - (f) both employees must sign a session swap form.
 - (g) a minimum of five working days' notice must be received by the Resource Staff. In exceptional circumstances the five day period may be waived.
 - (h) swaps may be handed to the House Officer at a Metro Meeting provided this in time to reach the Company by the minimum five working days.
 - (i) once a swap is actioned it is not reversible by the employee and must be taken as actioned. The clause on the form "I accept that a session may be cancelled after a swap has been arranged and no compensation will apply" must be signed and dated by both parties.
- 72.5 If a swap creates an operational problem for the Company the Resource Staff will notify the parties that the swap has been declined and the reason within two days of receiving the form.
- 72.6 The Company will accept no responsibility for a missed session by any party as a result of the swap.
- 72.7 The following meeting are exempted from session swapping: Saturdays, Caulfield Guineas, Caulfield Cup, Cox Plate, Derby Day, Stakes day, Sandown Classic Midweeks, Caulfield Thousand Guineas, Melbourne Cup Day and Oaks Day.

73. LONG SERVICE LEAVE AND RECOGNITION OF SERVICE PAYMENTS

- 73.1 In lieu of clause 26 of this Agreement casual employees employed within the On Course Division will be entitled to Long Service Leave on the following basis.
- 73.2 Long Service Leave will be recognized in accordance with the Victorian Long Service Leave Act 1992 save that:
- (a) for the purpose of payment for long service leave, service from 15 August, 1994;
 - (b) long service leave payments will be calculated based on the most common classification held by the employee and a week's wage will not be calculated by the previous 52 weeks sessions, applying the Saturday rate, immediately preceding any long service leave date, divided by 52 for the individual concerned.
 - (c) On Course employees may take long service leave in two, three or four plus weeks.
 - (d) Long service leave payments will be paid via EFT on or after the first full pay period when the leaves falls due provided a request is received at least four weeks in advance.
 - (e) An employee may apply for long service leave at half pay (i.e. could apply for a minimum of four weeks at half pay).
 - (f) The six week period that is required to be taken as part of Maternity Leave, as prescribed by section 263 of the Workplace Relations Act 1996, will be included when determining the period of continuous service for an entitlement of Long Service Leave.
 - (g) Sections 87, 90 and 93 will have no application.

74. DRESS STANDARDS

- 74.1 Each year before the commencement of the Spring Carnival all On Course employees will be issued with replacement shirts as follows:
- (a) Metropolitan area - two per year
 - (b) Skilled Maintenance - one per year
 - (c) Regional Country - one per year if less than 50 rostered shifts. Two per year if more than 50 rostered shifts
- 74.2 All uniforms remain Company property and may be required to be returned if they are replaced or if an employee leaves employment.
- 74.3 In addition but not compulsory the supplier has developed a more comprehensive uniform range which has the Company logo and is consistent with non compulsory preferred dress listed below. This apparel can be obtained direct from the supplier.

74.4 **Item Location requirements**

- (a) All locations.

Compulsory Uniform: For females Company Supplied shirt and for males Company supplied shirt and tie

Non Compulsory preferred dress: Any style skirt, slacks or trousers in navy blue or black accompanied by a navy blue or black jacket.

- (b) All racecourses Committee Areas, Flemington, - the Terrace restaurant and the Chairman's Club, Caulfield Corporate Boxes and Winning Post Restaurant and Tiers Restaurant and all racecourses members area – for females Company Supplied shirt, Company supplied scarf with a navy blue or black skirt or slacks and for males Company supplied shift and tie, navy blue or black trousers and a jacket.

74.5 **Unacceptable Dress**

The following items of dress are not acceptable. Jeans, denim, tracksuits, windcheaters, shorts, T-Shirts, Sneakers and Thongs

74.6 **Promotional Dress**

Occasionally, employees will be requested to wear TABCORP or Sponsor's promotional dress (for example - caps, badges, scarves etc). Employees are encouraged to comply with such requests and to enter into the spirit of the promotion.

74.7 **Exceptions**

In circumstances where extreme weather conditions prevail, the requirements of the dress code may be varied at the discretion of management on the day.

APPENDIX A

WAGES – ACCOUNT SALES

The payment of all wages will be fortnightly. From date of Certification, full Adult rates will apply for all staff 18 years of age and over.

	From ffppoa 1 July, 2007	From ffppoa 1 July, 2008	From ffppoa * 1 July, 2009
	3%	4.25%	4.25%
Ordinary (Mon - Sat)	\$21.31	\$22.21	\$23.15
Night (Mon - Sat)	\$32.28	\$33.65	\$35.08
Sunday	\$34.09	\$35.54	\$37.05
Public Holiday	\$41.19	\$42.94	\$44.76
After 30 hours	\$31.90	\$33.25	\$34.66
Ordinary time Hours worked Between midnight and 7:00 a.m.	\$34.09	\$35.54	\$37.05
Customer Service Centre, or Sales Support (previously. Query Clerk) allowance	\$2.00	\$2.00	\$2.00

* ffppoa - first full pay period on or after

APPENDIX B

WAGES – RETAIL

	From ffppoa 1 July, 2007	From ffppoa 1 July, 2008	From ffppoa * 1 July, 2009
	3%	4.25%	4.25%
	Per hour	Per hour	Per hour
Ordinary (Mon-Sat)	\$21.31	\$22.21	\$23.15
Night (Mon-Sat)	\$32.28	\$33.65	\$35.08
Sunday	\$34.09	\$35.54	\$37.05
Public Holiday	\$41.19	\$42.94	\$44.76

After 30 hours	\$31.89	\$33.24	\$34.65
Ordinary time Hours worked between midnight and 7.30am	\$34.09	\$35.54	\$37.05
Cash Control	\$2.00	\$2.00	\$2.00

#ffppoa - first full Pay period on or after

APPENDIX C

WAGE RATES - ON COURSE

	Midweek		Saturday		Sunday		Public Holiday	
	\$	%	\$	%	\$	%	\$	%
Senior Administration Officer								
Current Rate	271.40		282.51		341.71		412.92	
Ffppoa 1 July 2007	279.54	3%	290.99	3%	351.97	3%	425.30	3%
Ffppoa 1 July 2008	291.42	4.25%	303.35	4.25%	366.92	4.25%	443.38	4.25%
Ffppoa 1 July 2009	303.81	4.25%	3164.24	4.25%	382.51	4.25%	466.22	4.25%

	Midweek		Saturday		Sunday		Public Holiday	
	\$	%	\$	%	\$	%	\$	%
Officer								
Current Rate	237.59		248.68		300.45		366.53	
Ffppoa 1 July 2007	244.72	3%	256.14	3%	309.46	3%	377.52	4%
Ffppoa 1 July 2008	255.12	4.25%	267.03	4.25%	322.62	4.25%	393.57	4.25%
Ffppoa 1 July 2009	265.96	4.25%	278.37	4.25%	336.33	4.25%	410.30	4.5%

	Midweek		Saturday		Sunday		Public Holiday	
	\$	%	\$	%	\$	%	\$	%
Local Clerk								
Current Rate	154.77		164.92		199.33		227.79	
Ffppoa 1 July 2007	159.41	3%	169.87	3%	205.30	3%	234.62	3%
Ffppoa 1 July 2008	166.19	4.25%	177.09	4.25%	214.04	4.25%	244.60	4.25%
Ffppoa 1 July 2009	173.25	4.25%	184.61	4.25%	223.13	4.25%	254.99	4.25%

	Midweek		Saturday		Sunday		Public Holiday	
	\$	%	\$	%	\$	%	\$	%
Senior Clerical Assistant								
Current Rate	115.37		122.18		146.69		186.17	
Ffppoa 1 July 2007	118.83	3%	125.85	3%	151.09	3%	191.76	3%
Ffppoa 1 July 2008	123.88	4.25%	131.19	4.25%	157.51	4.25%	199.90	4.25%
Ffppoa 1 July 2009	129.15	4.25%	136.77	4.25%	164.21	4.25%	208.40	4.25%

	Midweek		Saturday		Sunday		Public Holiday	
	\$	%	\$	%	\$	%	\$	%
Junior Clerical Assistant	\$	%	\$	%	\$	%	\$	%
Current Rate	86.53		91.62		110.02		139.62	
Ffppooa 1 July 2007	89.13	3%	94.37	3%	113.32	3%	143.81	3%
Ffppooa 1 July 2008	92.91	4.25%	98.38	4.25%	118.14	4.25%	149.92	4.25%
Ffppooa 1 July 2009	96.86	4.25%	102.56	4.25%	123.16	4.25%	156.29	4.25%

	Midweek		Saturday		Sunday		Public Holiday	
	\$	%	\$	%	\$	%	\$	%
Hourly Overtime Rates	\$	%	\$	%	\$	%	\$	%
Current Rate	27.06		28.81		34.83		39.63	
Ffppooa 1 July 2007	27.87	4%	29.67	4%	35.87	4%	40.82	4%
Ffppooa 1 July 2008	29.06	4.25%	30.94	4.25%	37.40	4.25%	42.55	4.25%
Ffppooa 1 July 2009	30.29	4.5%	32.25	4.5%	38.98	4.5%	44.36	4.5%

With regards to overtime, the above calculation is the hourly rate. Where an Operator is to be paid either fifteen, thirty, or forty five minute increments of overtime, the above rate will be divided by the appropriate rate of time to arrive at the correct calculation of payment (i.e. 15 minutes by 4, 30 minutes by 2 etc). The figure, once calculated, will be rounded up to the higher amount of cents for the purpose of payment in whole dollar and cent amounts.

APPENDIX D

List of Race Tracks

Apsley Racing Club	Apsley Road, EDENHOPE
Ararat Turf Club Inc.	Western Highway ARARAT 3377
Ararat Harness racing Club	Blake Street, ARARAT 3377
Avoca Shire Turf Club Inc.	Racecourse Road AVOCA 3467
Bairnsdale Racing Club Inc.	Cnr Fords Creek & Racecourse Rds, BAIRNSDALE 3875
Bairnsdale Hibernian Racing Club	Cnr Fords Creek & Racecourse Rds, BAIRNSDALE 3875
Ballan Jockey Club	Midas Road, MINERS REST 3363
Ballarat Turf Club Inc.	Midas Road, MINERS REST 3363
Ballarat Harness Racing Club	Cnr Bell & Sutton Streets, BALLARAT 3350
Ballarat Greyhounds Racing Club	Rubicon Street, SEBASTOPOL
Balnarring Racing Club Inc.	Coolart Road, BITTERN 3926
Benalla Racing Club Inc.	Benalla - Shepparton Road, BENALLA 3672
Benalla St. Pat's Racing Club	Benalla - Shepparton Road, BENALLA 3672
Bendigo Jockey Club Inc.	Mclvor Hwy/ Heinz Street, WHITE HILLS
Bendigo Harness Racing Club	Lord's Raceway, Mclvor Hwy, JUNORTOUN 3551
Bendigo Greyhound Racing Club	Lord's Raceway, Mclvor Hwy, JUNORTOUN 3551
Boort Harness Racing Club	Boort Park, Malone Street, BOORT 3537
Camperdown Turf Club Inc.	Lismore Road, CAMPERDOWN 3260
Casterton Racing Club Inc.	Charlton Park, Calder Hwy, CHARLTON 3252
Chiltern St. Pat's Racing Club	Brockley Street, WODONGA 3690
Cobram Harness Racing Club	Cobram Recreation Reserve, Racecourse Rd,
Colac Turf Club Inc.	Beech Forest Road, COLAC 3250
Colac St. Pat's Racing Club	Beech Forest Road, COLAC 3250
Coleraine Racing Club Inc.	Gleneig Hwy, COLERAINE

Cranbourne Turf Club Inc.
Cranbourne Harness Racing Club
Cranbourne greyhound Racing Club
Donald & District Racing Club
Echuca Racing Club Inc.
Echuca Racing Club Inc.
Edenhope Racing Club Inc.
Elmore Racing Club Inc.
Geelong Racing Club Inc.
Geelong St. Pat's Racing Club
Geelong Harness Racing Club
Geelong Greyhound Racing Club
Goulburn Valley Racing Club

Great Western Racing Club Inc.
Gunbower Racing Club Inc.
Gunbower Harness Racing Club
Hamilton Racing Club Inc.
Hamilton Harness Racing Club
Hanging Rock Racing Club Inc.

Harness Racing Victoria
Healesville Amateur Turf Club Inc
Healesville St Pat's Racing Club
Horsham & District racing Club
Horsham Harness Racing Club
Horsham Greyhounds Racing Club
Kerang Turf Club Inc.
Kilmore Turf Club Inc.
Kilmore St Pat's Racing Club
Kilmore Harness Racing Club
Koroit Racing Club Inc.
Kyneton & District Racing Club Inc.

Mansfield & District Picnic Racing Club
Marma Racing Club Inc.
Maryborough Harness Racing Club Inc.
Melbourne Greyhound Racing Assoc.
Mildura Racing Club Inc.
Mildura Harness Racing Club
Moe Racing Club Inc.
Moonee Valley Racing Club Inc.
Mornington Racing Club Inc.
Mortlake Racing Club Inc.
Mt. Wycheproof & District Racing Club
Murtoa Racing Club Inc.
Nhill & District Racing Club Inc.
Nyah Harness Racing Club
Ouyen Harness Racing Club
Pakenham Racing Club Inc.
Pakenham Picnic Racing Club
Penshurst & District Racing Club Inc.

Phillip Island Racing Club Inc.
Purnim Racing Club Inc.

Grant Street, CRANBOURNE 3977
Grant Street, CRANBOURNE 3977
Grant Street, CRANBOURNE 3977
Racecourse Rd, DONALD 3480
Murray Valley Hwy, ECHUCA 3564
Simmie Street, ECHUCA 3564
Apsley Road, EDENHOPE
McIvor Hwy/Heinz St, WHITE HILLS
Breakwater Road, BREAKWATER 3219
Breakwater Road, BREAKWATER 3219
Beckley Park Complex, Princess Hwy, CORIO 3214
Beckley Park Complex, Princess Hwy, CORIO 3214
Ross Street, TATURA 3616

Moysten Road, ARARAT 3377
Fox Island Road, GUNBOWER 3566
Gunbower Reserve, Murray Valley Hwy, GUNBOWER
Cavendish Road, HAMILTON 3300
Ballarat Road, HAMILTON 3300
Hanging Rock Recreation Reserve,
South Rock Road, WOODEND

McPherson Street, MOONEE PONDS 3039
Yarra Glen/Healesville Rd, HEALESVILLE 3777
Yarra Glen/Healesville Road, HEALESVILLE 3777
Bennett Road HORSHAM 3400
Bennett Road, HORSHAM 3400
Western Highway, HORSHAM 3400
Park Road, KERANG 3579
East Street, KILMORE 3764
East Street, KILMORE 3764
East Street, KILMORE 3764
Grafton Road, WARRNAMBOOL 3280
Campaspe Place, KYNETON 3444

Midland Hwy MANSFIELD 3722
Stawell Road, MURTOA
Chaplins Road, CARISBROOK 3464
Olympic Park, Swan Street, MELBOURNE 3002
Cowra Avenue, EAST MILDURA 3500
11th Street, MILDURA 3500
Waterloo Road, MOE 3825
McPherson Street, MOONEE PONDS 3039
Racecourse Road, MORNINGTON 3931
Connnewarren Road, MORTLAKE 3272
Calder Hwy, WYCHEPROOF 3527
Stawell Road, MURTOA
Garoke Road, NHILL
River Road, NYAH 3594
Hughes Streets, OUYEN 3490
Racecourse Road, PAKENHAM 3810
Racecourse Road, PAKENHAM 3810
Racecourse Road, PENSHURST

Trews Road, WOOLAMAI 3995
Grafton Road, WARRNAMBOOL 3280

Quambatook Racing Club Inc.
Sale Turf Club Inc.
Sale & District Greyhound Racing Club
Sandown Greyhound Racing Club
Seymour Racing Club Inc.
Seymour Picnic Racing Club
Sheep Hills Turf Club Inc.
Shepparton Harness Racing Club
Shepparton Greyhound Racing Club
South Gippsland Racing Club Inc.
St. Arnaud Turf Club Inc.
St Arnaud Harness Racing Club
Stawell Turf Club Inc.
Swan Hill Jockey Club Inc.
Stawell Harness Racing Club
Swan Hill St Pat's Racing Club Inc.
Terang & District Racing Club Inc.
Terang Harness Racing Club
Towong Turf Club Inc.
Traralgon Racing Club Inc.
Traralgon Harness Racing Club
Traralgon Greyhound Racing Club
Victoria Racing Club Inc.
Victoria Amateur Turf Club Inc.
Wangaratta Turf Club
Wangaratta St Pat's Racing Club
Wangaratta Harness Racing Club
Wangaratta Greyhound Racing Club
Warracknabeal Turf Club Inc.
Warragul Harness Racing Club
Warragul Greyhound Racing Club
Warrnambool Racing Club Inc.
Warrnambool Greyhound Racing Club

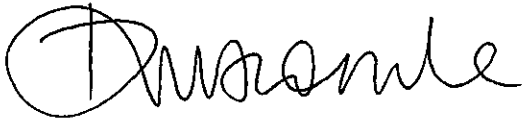
Wedderburn Harness Racing Club
Werribee Racing Club Inc.
Wodonga & District Turf Club Inc.
Wodonga St. Pat's Racing Club Inc.
Woodford Racing Club Inc.
Woolamai Racing Club Inc.

Woolamai Picnic Racing Club Inc.
Wonthaggi Racing Club Inc.
Yarra Glen Racing Club Inc.
Yarra Glen Harness Racing Club
Yarra Glen & Lilydale Hunt Club

Gray Street, SWAN HILL 3585
Maffra Road, SALE 3850
Maffra Road, SALE 3850
Lightwood Road, SPRINGVALE 3171
Kobyboyn Road, SEYMOUR
Kobyboyn Road, SEYMOUR
Cnr Berlinga & Henty Hwys, WARRACKNABEAL 3393
Kialla Raceway, Goulburn Valley Hwy, KIALLA 3631
Shepparton Showgrounds, High Street. SHEPPARTON
South Gippsland Hwy, STONY CREEK 3957
Wimmera Hwy, ST.ARNAUD 3478
Lord Nelson Park, Chariton Road, ST ARNAUD 3478
Pomonal Road, STAWELL 3380
Gray Street, SWAN HILL 3585
Laidlaw Park, Wimmera Street, STAWELL 3380
Gray Street, SWAN HILL 3585
Keilambete Road TERANG 3264
Princess Hwy, TERANG 3264
Murray Valley Hwy, TOWONG 3707
McNairn Road, EAST TRARALGON 3844
McNairn Road, EAST TRARALGON 3844
McNairn Road, EAST TRARALGON 3844
Epsom road, FLEMINGTON 3031
Caulfield R/C Station Street, CAULFIELD 3162
Sandown R/C Sandown Road, SPRINGVALE 3171
Osboldstone Road, WANGARATTA 3677
Osboldstone Road, WANGARATTA 3677
Avian Park Raceway, Newman Street, WANGARATTA
Avian Park Raceway, Newman Street, WANGARATTA
Cnr. Berlinga & Henty Hwys, WARRACKNABEAL 3393
Logan Park, Howitt Streets, WARRAGUL 3820
South Road, WARRAGUL 3820
Grafton Road, WARRNAMBOOL 3280
Koroit Street, WARRNAMBOOL 3280

Donaldson Park, Hospital Street, WEDDERBURN 3518
Bulban Road, WERRIBEE 3030
Brockley Street, WODONGA 3690
Brockley Street, WODONGA 3690
Grafton Road, WARRNAMBOOL 3280
Trews Road, WOOLAMAI 3995

Trews Road, WOOLAMAI 3995
Trews Road, WOOLAMAI 3995
Armstrong Grove, YARRA GLEN 3775
Armstrong Grove, YARRA GLEN 3775
Yarra Glen/ Healesville Road, HEALESVILLE 3777



Signed on behalf of Tabcorp Holdings Limited

Date: 30.5.8

Signed on behalf of the Australian Services Union



Date: 20.5.08