

# SA TAB PTY LTD (SA TAB) AGREEMENT 2003

File No. 4340 of 2003

**This Agreement shall come into force on and from 24 July 2003 and have a life extending until 23 July 2005.**

THE COMMISSION HEREBY APPROVES THIS  
ENTERPRISE AGREEMENT PURSUANT TO SECTION 79  
OF THE INDUSTRIAL AND EMPLOYEE RELATIONS ACT  
1994.



DATED THIS 24<sup>th</sup> DAY  
OF JULY 2003

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ENTERPRISE AGREEMENT  
COMMISSIONER





Enterprise Agreement

2003

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## 1. Title

This agreement may be referred to as SA TAB Pty Ltd (SA TAB) Agreement 2003.

## 2. Parties Bound

This agreement is made in pursuance of Section 75 of the Industrial and Employee Relations Act 1994, this ..... day of ..... 2003 and, except as elsewhere provided, this Agreement shall be binding upon:

- SA TAB;
- The employees of SA TAB who are employed as:
  - Telebet Operators (formerly known as Telephone Betting Operators)
  - Casuals in Charge (formerly known as Assistant Supervisors)
  - Branch Managers (formerly known as Sales Outlet Managers)
  - Branch Casuals (formerly known as Sellers)
  - Casual Oncourse Operators; and
- The Australian Services Union – SA and NT Branch “ASU”

## 3. Aim and Objective of the Agreement

The aim of this Agreement is to improve the productivity and efficiency within SA TAB's Branches, Telebet and Oncourse areas, along with gaining a commitment from employees and union to support the business directions of SA TAB Pty Ltd. It is also to emphasise and reinforce the importance of major race days/carnivals to the business.

SA TAB Pty Ltd appreciates the commitment from staff towards its ongoing success.

## 4. Definitions

**Award** means the South Australian Totalizator Agency Board Award

**VIP Oncourse Operator** means an operator who is allocated to a VIP window at a particular race meeting.

## 5. Duration of Agreement and Renegotiation

This agreement comes into force on approval by the Industrial Relations Commission of South Australia, pursuant to the Industrial and Employee Relations Act 1994.

This agreement continues in force until two years following its date of certification and will continue in force until superceded or rescinded.

The parties to this Agreement will commence re-negotiations of this Agreement four months prior to its expiry. The parties agree that on expiry of this Agreement it will be replaced by 3 separate agreements to reflect the operational difference of the work areas and to enable the issues of external interested parties to be addressed.

## **6. Relationship of Agreement to Parent Award**

This Agreement shall be read and interpreted wholly in conjunction with the South Australian Totalizator Agency Board Award, provided that if there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency.

## **7. Preserving Award Entitlement**

It is a term of this Agreement that all terms and conditions of the Award, as at date of signing, shall continue to apply to all employees covered by this Agreement. The terms of the Award as at the date of signing this Agreement are imported into this Agreement and are enforceable as part of this Agreement.

## **8. Wage Increases**

It is agreed between the parties that wage increases associated with this Agreement shall be paid as follows:

- The first full pay period following the certification of the Agreement by the commission and back dated to 1 February 2003 – 4%
- 1 July 2003 – 2.5%
- 1 March 2004 – 3%

The new rates will be calculated based on rates currently being paid and then on an accumulative basis.

### **8.1 Casuals in Charge**

To reflect their role within Telebet, Casuals in Charge (CIC) will be paid at a rate that is 10% higher than the Telebet Operator rate when rostered to work a CIC shift. They will be paid Telebet Operator rates at other times.

## **9. Telebet**

The following provisions apply to both Telebet Operators and Casuals in Charge unless specified otherwise.

### **9.1 Swapping and Parking of Shifts**

- 9.1.1 Unrestricted Operators will have a maximum of 4 shift swaps and 2 parks per month.
- 9.1.2 Restricted Operators will have a maximum of 2 shift swaps and 1 park per month.
- 9.1.3 All swaps and parks are to be finalised and notified to Telebet Supervisors with a minimum of 24 hours notice prior to the commencement of shift. Notice that is given within 24 hours will be classed as an absence.
- 9.1.4 Shifts may be swapped outside of the roster week but must be within the available roster period.

- 9.1.5 Once a shift swap has been agreed upon and notified to Telebet Supervisors, the shift cannot be swapped again. This applies to the originator of the swap, it does not stop the shift being swapped again by the recipient.
- 9.1.6 Sunday shifts may be swapped for another Sunday. All Operators may park a maximum of 3 Sundays per calendar year.
- 9.1.7 Sunday parks are to be notified to Telebet Supervisors by 12pm on the Saturday prior to the Sunday shift being parked.
- 9.1.8 SA TAB reserves the right to direct operators to work to meet operational requirements if all avenues to fill shifts on a voluntary basis have been exhausted.

## **9.2 Absences**

- 9.2.1. SA TAB acknowledges that situations may arise that will require Operators to call in absent within 24 hours of the commencement of their shift ie: sickness, emergency situations. In recognition of this, Operators will have access to a maximum of 6 absences per calendar year where they are able to call in absent within 24 hours of the commencement of their shift without the need of producing a medical certificate as proof of their absence.
- 9.2.2 Included within the 6 absences is a combined maximum of 3 absences for either Saturdays, Sundays or Public Holidays.
- 9.2.3 On the 7<sup>th</sup> occasion (or 4<sup>th</sup> occasion for continued absences on Saturdays, Sundays or Public Holidays) and each subsequent occasion during the calendar year the operator will be required to produce a medical certificate. If no medical certificate is provided as requested, Performance Management procedures, as set out in SA TAB's policy will be followed.
- 9.2.4 The tendering of a medical certificate to support the late advice of an absence (less than 24 hours before commencement of the shift) will negate the absence as being counted as one of the 6 allowed.
- 9.2.5 A notice of absence that is provided at least 24 hours prior to the commencement of the shift is classed as being either a park or a swap and is counted towards the allocated number of parks and swaps available for the month.

## **9.3 Breaks during shifts of between 3-5 hours in length**

- 9.3.1 Operators are permitted a 15 minute paid break for shifts between 3 and 5 hours in length. These are to be scheduled by Telebet Supervisors as near as practicable to the middle of the shift.
- 9.3.2 SA TAB recognises the importance of the health and safety of its employees and as such personal breaks outside of the scheduled breaks will be permitted for drink, toilet and stretch breaks. These breaks should be kept to a minimum and are to be taken at appropriate times during the raceday and also taking into account operational requirements. Leaving the Telebet area during these breaks is not permitted.
- 9.3.3 Operators are to ensure they achieve a minimum of 97% Key Performance Indicator (KPI) of availability on each shift.

- 9.3.4 Breaks are not cumulative from shift to shift.
- 9.3.5 SA TAB's Performance Management policy and procedures will be applied to those Operators who do not meet the KPI.

#### **9.4 Breaks – Shifts longer than 5 hours**

- 9.4.1 A 30 minute unpaid break plus a 10 minute paid break will apply to shifts longer than 5 hours with the 10 minute break being given in either the first half or second half of the shift.
- 9.4.2 The 30 minutes unpaid break will be given between the 2<sup>nd</sup> and 5<sup>th</sup> hours of the shift but no later than the 6<sup>th</sup> hour.
- 9.4.3 When an Operator works over 2 hours and 45 minutes on both sides of their 30 minute unpaid break, a paid 10 minute break either before or after the 30 minute unpaid break will be given.
- 9.4.4 In the event of shifts being rostered for more than 5 hours, the shifts will be of such length to ensure that operators will receive a minimum of 6 hours work. (eg: 10am – 4.30pm minus 30 minute unpaid break).

#### **9.5 Breaks between double shifts**

When Operators are rostered a double shift, a break of 1 hour between shifts will apply.

#### **9.6 Availability Major Race Carnivals**

- 9.6.1 All Operators are to be available for the 4 Saturday's prior to and 1 Saturday after the Melbourne Cup.
- 9.6.2 All Operators are to be available for Easter Saturday and Easter Monday.
- 9.6.3 In the event that an operator makes themselves unavailable or provides notice of absence on the day of the shift the operator may be required by SA TAB to forfeit 2 shifts as a penalty at a time convenient to suit business needs.
- 9.6.4 The tendering of a medical certificate to support the late advice of absence will negate the absence being counted and any shifts being forfeited.
- 9.6.5 Provision for extenuating circumstances will be made and prior approval must be sought in writing from the Telebet Manager in circumstances where prior approval can be obtained (eg:weddings). Examples of extenuating circumstances include (but are not limited to) weddings and bereavements.

#### **9.7 Saturdays**

- 9.7.1 Operators may request to be unavailable for 3 Saturdays per year excluding Easter Saturday and the period commencing 4 Saturdays prior to Melbourne Cup and one Saturday after Melbourne Cup.
- 9.7.2 Saturdays within a period of unavailability (ie: sick leave with certificate provided or holidays) will not be considered as one of the 3 Saturdays entitled to be taken off.
- 9.7.3 Operators may request either a late or early shift on 3 Saturdays per year. Approval of this is on a first in basis, with a maximum number of requests being

able to be approved based on operational requirements. This number will be determined by the Telebet Manager.

## **9.8 Minimum Shift**

SA TAB will roster and pay employees for a minimum shift of 2 hours. (For example if a race meeting is cancelled within 2 hours after an employee has commenced a shift so that the employee is no longer required for the remainder of the shift, the employee will be paid for 2 hours' work). This applies other than in the circumstances outlined in Clause 12 of this Agreement.

## **9.9 Telebet Guarantee**

9.9.1 Subject to sub-clause 9.9.2, the employer gives a commitment to continue to operate the Telebet Call Centre for the life of the Agreement;

9.9.2 The SA TAB shall not be in breach of this agreement if the operation of the Telebet Call Centre is ceased due to circumstances outside the control of SA TAB. Such circumstances may be, but are not limited to:

- a) The revocation, for whatever reason, of the operating licence; or
- b) The actions of any government or other authority

## **9.10 Notification of Telebet work**

Starting times for Telebet employees will be provided a minimum of 24 hours prior to the relevant shift by the following methods:

- a) displayed on a prominent notice board; and
- b) available on a recorded message service.

Employees will be responsible for ascertaining their shift times by utilising either of the above methods.

When TAB is unable to provide starting times at least 24 hours prior to the relevant shift, TAB will notify employees of the start and finish times of the shift.

## **10. Oncourse**

### **10.1 Swapping of shifts**

- 10.1.1 If Operators are unavailable to work a rostered shift they are to advise the TrackTAB Co-ordinator with a minimum of 48 hours notice from the date of the rostered shift.
- 10.1.2 Where possible Operators who have relinquished a shift will be allocated another shift.
- 10.1.3 Operators are not to swap shifts between themselves. All changes to rosters are to be submitted and approved via the TrackTAB Co-ordinator.

### **10.2 VIP Oncourse Operators**

- 10.2.1 In the event that additional operators are required for a meeting and on late notice the VIP Oncourse Operator is not required then the last additional person(s) rostered for the shift at that meeting will lose the shift.



- 10.2.2 If there have been no additional Operators rostered and the VIP Oncourse Operator is not required then they will lose the shift and all reasonable endeavours will be made to provide them with a replacement shift within that roster cycle, preferably within the same pay week.

### **10.3 Availability – Major Carnivals and Requests for leave**

- 10.3.1 Operators who wish to make themselves unavailable for extended leave are required to give at least 4 weeks notice.
- 10.3.2 Operators are to be available for Easter Saturday, Easter Monday, Adelaide Cup Carnival (Saturday and Public Holiday Monday) and Melbourne Cup.
- 10.3.3 It is acknowledged that some Operators have employment outside of SA TAB. Operators in these circumstances will be encouraged to work but allowances will be made based on individual circumstances. However, business operations will take priority.
- 10.3.4 In the event that an operator makes themselves unavailable or provides notice of absence on the day of their shift the operator may be required by SA TAB to forfeit up to 5 shifts from the normal roster as a consequence at a time convenient to suit business needs.
- 10.3.5 The tendering of a medical certificate to support the late advice of absence will negate the absence being counted and any shifts forfeited.
- 10.3.6 Provision for extenuating circumstances will be made and prior approval must be sought in writing from the TrackTAB Co-ordinator in circumstances where prior approval can be obtained (eg: weddings). Examples of extenuating circumstances include (but are not limited to) weddings and bereavements.

### **10.4 Crib Breaks**

- 10.4.1 A 20 minute crib break will be paid to Operators who work more than 5 hours without a break.
- 10.4.2 In the event that Operators have a 10-15 minute break during their shift no crib break will be paid.

### **10.5 Travelling**

The existing practices relating to the payment of travelling will remain unchanged. All parties recognise there are inconsistencies and because of this these conditions will be reviewed by the Consultative Committee 3 months from the date of certification of the Enterprise Agreement. In the event that agreement is reached between the parties before the end of the Agreement, the parties agree to vary the Enterprise Agreement.

### **10.6 Minimum Shift**

SA TAB will roster and pay employees for a minimum shift of 2 hours. (For example if a race meeting is cancelled within 2 hours after an employee has commenced a shift so that the employee is no longer required for the remainder of the shift, the

employee will be paid for 2 hours' work). This applies other than in the circumstances outlined in Clause 12 of this Agreement.

## **11. Branches**

The following provisions apply to Branch Managers and Branch Casuals unless specified otherwise.

### **11.1 Transferring of staff – kilometre radius and minimum shift**

11.1.1 In the event that SA TAB is required to transfer staff to another Branch, it may do so to a Branch within a 20 kilometre radius from the employees place of residence.

11.1.2 If agreement is reached between staff and SA TAB, the staff member may travel greater than the 20 kilometre radius distance to attend work.

### **11.2 Minimum Shift**

The minimum rostered shift for branch staff will be 3 hours due to the geographic spread of branches.

### **11.3 Bank Hours**

Records of Branch Managers bank hours are to be kept by the Branch Manager rather than being tracked through the payroll system.

A standardised system for recording hours is to be developed to ensure consistency of recording methods in all Branches.

Periodic checks of bank hour balances will be made by Area Sales Managers.

### **11.4 Breaks**

Breaks for Branch staff are to be discussed during the life of the agreement as part of the Consultative Committee.

### **11.5 Annualised Salaries**

Annualised salaries will be paid to permanent part-time and full-time employees. All annualised salaries shall include the wage increase stipulated in this agreement.

Annualised salary means an annual rate of pay intended to be inclusive of penalty rates, overtime payments, payment for crib breaks not taken and annual leave loading.

Contracted hours means the number of hours per week an employee is required to work.

### **11.6 Rosters**

Branch Managers will be rostered according to the following guidelines:

#### **11.6.1 Nights**

All Branch Managers are not to be rostered for shifts after 6.30pm

#### 11.6.2 Saturday Work

All Branch Managers will be rostered three out of every four Saturdays (36 Saturdays per annum).

#### 11.6.3 Sunday Work

For Branches with Sunday trading, the Branch Manager will be rostered to work 10 Sundays per annum. Sundays worked will be spread evenly throughout the calendar year.

#### 11.6.4 Public Holidays

All Branch Managers will be rostered to work five public holidays per annum. These public holidays will include Adelaide Cup and either Easter Saturday or Easter Monday.

#### 11.6.5 Caulfield Cup and Melbourne Cup Days

All Branch Managers will be rostered to work on both Caulfield Cup and Melbourne Cup days.

#### 11.6.6 Number of shifts

Branch Managers will be rostered to work day shifts on the basis of their contracted hours.

Country Branch Managers working 30 hours per week will be rostered to work four shifts per week.

All other Branch Managers will be rostered for five shifts per week.

#### 11.6.7 Wage increments

Branch Managers who have not reached the top increment for their branch grade will receive any increments due to them on the date the increment is due. The annualised salary will be revised by SA TAB two weeks prior to the increment falling due and the new amount will be advised to the employee.

#### 11.6.8 Transfer to another Branch

During the life of the Enterprise Agreement, any permanent employee who transfers to another branch, which is of different grading to their prior outlet, will have their annualised salary revised by SA TAB to take into account the different grading. Where possible SA TAB will give the employee two week's notice of the new salary.

### **11.7 Meal Allowance**

Any Branch employee whose rostered hours of duty on any day commence before 11.30am and continue in an unbroken period until after 6.30pm shall be paid a meal allowance of \$8.50. The other provisions of the Meal Allowance Clause (5.4) of the SA TAB Award continue to apply.

## **12. General Conditions**

### **12.1 Minimum Shift – Abandoned and Cancelled Meetings**

In the event of technical problems or a meeting being abandoned or cancelled, staff who have not yet arrived for work will be contacted by SA TAB and informed not to attend. Those staff who have been contacted in this manner are not eligible for payment of the minimum shift. The contacting of staff will be done on a fair and equitable basis.

Contact is to be made directly with the staff member concerned.

### **12.2 First Aid Allowance**

SA TAB Agrees to pay an allowance to Employees appointed to act as First Aid Officer of \$1.40 per shift, subject to the following conditions:

- The employee holds and will continue to hold a valid First Aid Certificate; and
- The employee is prepared to administer first aid whilst on duty

### **12.3 Span of Hours**

Ordinary time for Branches and Telebet shall be between 7am and 7pm, Monday to Friday, unless a Public Holiday falls on these days.

Ordinary time for Oncourse shall be between 7am and 6.00pm, Monday to Friday unless a Public Holiday falls on these days.

### **12.4 Hours of Duty**

#### **Monday – Saturday**

Employees may be rostered to work any day between Mondays and Saturdays inclusive of Public Holidays. The allocation of shifts is to be done equitably.

#### **Sunday**

Part-time and Casual Employees will be rostered to work Sundays. These shifts will be distributed equitably. For reasons of sickness, parking of shifts or leave SA TAB will direct employees to work Sundays, provided that such work will be distributed equitably.

Employees will be entitled to seek exemption from the requirement to work on any Sunday in exceptional circumstances (including religious), by application to the Corporate Services Manager.

### **12.5 Overtime**

Employees may be required to work overtime. Overtime means work more than:

9 hours in one day; or  
150 hours in four weeks

Overtime rates are:

- (a) Monday to Saturday 150% of the Base Rate (time and a half)
- (b) Sunday and Public Holidays 200% of the Base Rate (double time)

Overtime payments will not be paid in addition to penalty rates.

## **12.6 Calculation of Leave**

All forms of paid leave entitlements will be calculated on an hourly basis.

## **12.7 Sick Leave**

Casual employees, upon approval of SA TAB may take unpaid sick leave (LWOP) which will not affect their continuity of service. Periods of unpaid sick leave will not be included when calculating Long Service Leave entitlements. Sickness certificates may be required for any period over 1 week.

## **12.8 Staff Flexibility**

To enable SA TAB to respond to trading and staffing requirements it is agreed that staffing levels shall be commercially appropriate. The intention of SA TAB is to balance the needs of the business and providing fair working hours to its employees.

## **12.9 Permanent Part-time**

During the life of the agreement, through the consultative committee, the parties agree to discuss the feasibility of offering permanent part-time work to employees.

## **12.10 Cash Discrepancy Policy**

A cash discrepancy policy is to be implemented for Oncourse and Branches. This will be formulated through the Consultative Committee and is to be in place 3 months from the date of certification of the Enterprise Agreement.

## **12.11 Workplace Representatives Guidelines**

12.11.1 SA TAB acknowledges and accepts the rights of employees to belong to the Australian Services Union and to be represented by their ASU Workplace Representatives, Deputy Workplace Representatives and by Union officials.

12.11.2 ASU Workplace Representatives and Deputies will be entitled to:

- Be treated with respect and without discrimination by the employer
- Bargain collectively on behalf of Union members at the workplace
- Meet with management to discuss Union matters

12.11.3 There should be effective means of communication and consultation between local management and Workplace Representatives on matters of mutual interest and concern whether or not these matters are likely to give rise to a dispute.

12.11.4 Union Workplace Representatives will be allowed paid time to carry out their work as Union Representatives, taking into account SA TAB operational requirements, which may include:

- a) Speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues.
- b) Speak to and meeting with officials of the Union
- c) Providing an ASU induction package to all new employees by SA TAB at the time of the employee's induction.
- d) SA TAB will provide up to 35 days paid training per calendar year for workplace representative training to be divided amongst Workplace Representatives and Deputies.

12.11.5 To enable them to represent their members, Union workplace representatives will be entitled to:

- a) Reasonable use of company telephone and fax. Access will also be provided to photocopier facilities but this will be limited to general photocopying purposes only and will exclude any volume type copying eg: mail outs etc.
- b) Access to the Award and/or Enterprise Agreement
- c) A notice board provided in a prominent location in each worksite for the posting of union information. Notices are to be removed only by a Workplace Representative or a person provided with the authority to do so by a Representative.

Use of SA TAB meeting rooms for union meetings. Rooms will need to be booked in advance.

12.11.6 Employee access to Union Officials and Representatives

SA TAB will allow its employees access during working hours to an accredited official or Workplace Representatives of the Union.

## **12.12 Carer's Leave**

### **12.12.1 Paid Carer's Leave**

- 12.12.1.1 An employee (other than a casual employee) with responsibilities in relation to either members of the employee's immediate family or household who need the employee's care and support is entitled to up to 37.5 (full-time equivalent) hours in any completed year of continuous service to provide care and support to such persons when they are ill.
- 12.12.1.2 The entitlement to use Carer's Leave is subject to the employee being responsible for the care of the person concerned.
- 12.12.1.3 The employee must, if required by the SA TAB, establish by production of a medical certificate, satisfactory evidence of the illness of the person concerned and that the illness is such as to require care by another.

- 12.12.1.4 In normal circumstances an employee must not take Carer's Leave when another person has taken leave to care for the same person.
- 12.12.1.5 The employee must, where practicable, give the SA TAB notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- 12.12.1.6 If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 12.12.1.7 The amount of Carer's Leave taken is to be deducted from the employee's bereavement leave entitlement up to 3 days until exhausted; and then the amount of the employee's sick leave credit.

#### **12.12.2 Unpaid Carer's Leave**

- 12.12.2.1 An employee (including a casual employee) may elect, with the consent of the SA TAB, to take unpaid leave for the purpose of providing care to an immediate family or household member who is ill.
- 12.12.2.2 Approved unpaid carer's leave will not break an employee's continuity of service.

#### **12.13 Grievance and Dispute Avoidance Procedure**

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to work.

Any grievance of dispute will be handled as follows:

All parties have the right to seek representation in order to resolve any dispute.

Stage 1: Discussions between the employee/s and the relevant supervisor/manager

Stage 2: Discussions between the employees and their representatives with the Human Resources Officer or nominated SA TAB Representative

Stage 3: Discussions between the employee and their representative with the Corporate Services Manager. At this stage, discussions may include representation to SA TAB's General Manager.

A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

There shall be a commitment by the parties to achieve adherence to this procedure, including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.

Sensible time limits shall be allowed for the completion of the stages of the discussions. Discussions outlined in stages 1 and 2 above should, if possible, take place within 5 working days after the request of the employee/s or their representative.

Emphasis should be placed on a negotiated settlement. However, if the process is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia to assist in resolving the dispute through conciliation or arbitration. In order to allow for peaceful resolution of grievances, the parties shall be committed to avoid industrial disputation whilst the procedures of negotiation and conciliation are being followed. The parties shall ensure that all practices applied during the operation of the procedures are in accordance with safe working practices.

#### **12.14 Termination Change and Redundancy**

The consultative provisions of the SA TAB Award with regard to Notification of Termination/Loss of Hours (Clause 4.6) will continue to apply. These provisions say that when a situation will occur which may lead to a significant reduction in hours or income of employees, the SA TAB consult as soon as possible with the employees directly affected, their representatives and the Union.

The implementation of the Clause will be agreed between the parties.

Reduction in hours and/or income may occur because of

- Closure or resites of Branches
- Reduced opening or closing hours
- Appointment of more staff per Branch
- Commissioning of Branches
- Increase in the number of full-time employees

There may be other reasons.

Discussions with the employees and the Union and Associations will include:

- The reasons for the proposed terminations or reduction in hours and/or income
- Measures to avoid or minimise terminations or reduction in hours and/or income
- Measures to mitigate the adverse affects of terminations or reduction of hours or income (for example, redeployment elsewhere with the TAB, cessation of recruitment of new staff, etc)

If, after consultation, it is found there will still be significant reduction in hours of work available to employees, packages will be offered.

Packages will be offered to both permanent (whether full time or part time) and casual staff (as defined below) in Telebet, Branches and Oncourse.

For the purposes of the clause “casual” employee means an employee who has at least 12 months continuous service or who has regularly and systematically been rostered for 12 months with the SA TAB at the date packages are offered.



The package comprises four weeks notice, plus:

<b>Period of Service</b>	<b>Payment</b>
< 1 year	2 weeks
1-3 years	6 weeks
4-5 years	10 weeks
6-7 years	14 weeks
8-10 years	20 weeks

Then an additional 4 weeks notice for employees with over 10 years service and payment of:

11-12 years	24 weeks
13-14 years	28 weeks
15-16 years	36 weeks
17-18 years	44 weeks
19-20 years	46 weeks
20>	48 weeks

Payouts will be made to an upper limit of 52 weeks pay. Staff may elect to not work out the notice period. The average salary for both permanent and casual staff shall be calculated on average earnings over the previous 12 month period excluding overtime. The average will not include approved unpaid leave periods.

#### **12.15 Consultative Committee**

- 12.15.1 Re-establishment of 2 consultative committees, representative of Branches/Oncourse and Telebet is a priority for the parties and will operate to help guide this Agreement's implementation. The parties will agree to the structure and terms of reference of these committees.
- 12.15.2 Consultation means the informed discussion between SA TAB and its employees and their representatives, the aim of which is to ensure all information, advice and opinions are taken into account when decisions are made.

#### **12.16 No extra claims**

- 12.16.1 During the life of this agreement the parties undertake not to pursue claims relating to any matter dealt with by this Agreement, except where consistent with and contemplated by this Agreement and except when consistent with State Wage Case Principles or successors thereto.
- 12.16.2 The wage rates provided in this Agreement are inclusive of all previously awarded Safety Net Adjustments and all future increases arising out of National and State Wage Case decisions, however described.

**SIGNATURES:**

Signed for and on behalf of SA TAB:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (block letters)

\_\_\_\_\_  
TITLE

Signed for and on behalf of ASU:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (block letters)

\_\_\_\_\_  
TITLE

Office of Employee Ombudsman

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (block letters)