

ENTERPRISE AGREEMENT

NO: E.A. 328 /1993

DATE REGISTERED: 1-11-93

PRICE: \$ 56

ENTERPRISE AGREEMENT

An Enterprise Agreement, made pursuant to Section 115 of the Industrial Relations Act 1991.

1. TITLE OF AGREEMENT

This Agreement shall be known as the TAB - Regional Managers Enterprise Agreement.

2. **PARTIES** - *This Enterprise Agreement has been made between the Totalizator Agency Board of NSW and the staff known as Regional Managers.*

3. This Enterprise Agreement was freely entered into, without duress, by all parties who support and endorse the items covered in the Agreement.

4. HOURS

- (i) Ordinary working hours shall not exceed 38 hours per week.
- (ii) The ordinary working hours shall be performed over five days weekly, excluding Sundays, but including Public Holidays.
- (iii) The span of ordinary hours of work on any one day shall be between 7:30 am and midnight excluding Sundays.
- (iv) Start and finish times for work shall vary depending upon the requirements of the position. In all but exceptional cases, the parties agree that an ordinary day should not exceed 8 hours.
- (v) Regional Managers shall be required to work on no less than 50% of Saturdays within a calendar year.

5. CONTRACT OF EMPLOYMENT

- (i) Regional Managers are required to comply with all reasonable operating instructions currently in existence and any future instructions that the TAB may issue from time to time.
- (ii) Regional managers are required to satisfy performance levels as agreed within the context of the Performance Development Programme or any other performance assessment scheme adopted by the TAB.
- (iii) Regional Managers shall comply with the TAB's Code of Conduct.

- (iv) The TAB and Regional Managers agree that
 - (a) employment may be terminated by four weeks notice, in writing, being given by either party; or
 - (b) employment may be terminated by the Board without notice on the grounds of serious misconduct.

6. **RECREATION LEAVE**

- (i) Recreation leave shall accrue from month to month at the rate of 4 weeks per annum exclusive of public holidays.
- (ii) Recreation leave shall not accrue beyond 30 days.
- (iii) Leave loading of 17.5% will be payable only when leave of more than 2 weeks is actually taken.

7. **PUBLIC HOLIDAYS**

- (i) Regional Managers shall be required to work a maximum of five Public Holidays in a calendar year.
- (ii) Payment for work performed on public holidays shall be at time and one half for the entire day.
- (iii) A Public Holiday shall be as gazetted in accordance with the Bank Holidays Act.

8. **OVERTIME**

- (i) Overtime shall be paid only for work performed in excess of 8 ordinary working hours on any one day.
- (ii) Regional Managers shall be encouraged to utilise time in lieu as an alternative to overtime. Time in lieu balances shall be on the basis of actual time worked and must be utilised within two months of the time actually being accrued unless otherwise approved.
- (iii) Overtime shall be paid at the rate of time and one half for *any* work performed in excess of 8 ordinary working hours or for any work performed on a Public Holiday.
- (iv) If a Regional Manager has completed an ordinary working day and is subsequently called out then such a call-out will attract a minimum payment of two hours at time and one half.
- (v) Meal Allowances shall be paid when overtime is worked at the following rates.

Breakfast - \$8.60 : When *required* to commence work prior to 7:00 am.

Lunch - \$11.15 : When *required* to work on a Sunday.

Dinner - \$16.45 : When *required* to work for two hours beyond the ordinary working hours as per Clause 1.

9. SUNDAY WORK

- (i) Regional Managers will be required to work on 50% of those Sundays on which the TAB operates.
- (ii) Payment for work performed on a Sunday shall be at the rate of double time.
- (iii) The parties agree that further negotiations will take place in the event that the pattern and/or nature of Sunday racing alters from the current arrangement.

10. SALARIES

At the commencement of this Agreement, the parties agree that the following salary levels shall apply

1st Year : \$43,368
2nd Year : \$44,800

On the first anniversary of this Agreement, the parties agree that these salaries shall increase by 2.5% to

1st Year : \$44,452
2nd Year : \$45,920

The parties further agree that the abovementioned rates shall be the only increases granted during the term of this agreement.

The parties also agree that the abovementioned salary rates are to be the basis for the calculation of any overtime and include provision for being on-call outside ordinary working hours.

11. PAGERS/MOBILE PHONES

- (i) Each Regional Manager shall be provided with a pager and/or mobile phone.
- (ii) The Regional Manager shall take due care of the pager and/or mobile phone.

- (iii) The pager and/or mobile phone shall be used to contact Regional Managers during and outside of ordinary working hours.
- (iv) The Regional Manager shall carry and respond to the pager and/or mobile phone during working hours and shall, when practicable, respond to out-of-hours pages.
- (v) The TAB shall take all reasonable steps not to page Regional Managers (other than for conveying "for information" messages) on those days when the Regional Manager is not rostered for duty.

12. CHILD CARE

- (i) Regional Managers may, subject to the availability of vacancies, use the work based child care facilities as provided by the TAB.
- (ii) Regional Managers may choose to pay child care fees by way of gross salary sacrifice.
- (iii) Regional Managers shall be obliged to abide by the rules and policies of the Child Care Centre as determined from time to time by the TAB.

13. DISPUTE/GRIEVANCE SETTLEMENT PROCEDURE

In addition to the existing TAB dispute/grievance settlement mechanisms - Grievance Contact Officers; EEO Co-ordinator; Spokeswomen and Human Resources Divisional personnel, the following procedures shall apply in respect of

- (i) Individual employees
 - (a) In the first instance the Regional Manager will notify (in writing or otherwise) the Sales Group Manager as to the substance of the grievance, request a meeting to discuss it, and state the remedy sought. Such a meeting should, where practicable, be held within 48 hours of the notification.
 - (b) If the matter is not resolved at (a), details should be referred to the Manager Cash Sales and/or the Director of Sales where further discussions with the Regional Manager should take place within 48 hours.
 - (c) In the event that the matter is still unresolved after (b), further discussions involving the Employee Relations Manager/and or the Director of Human Resources should take place as soon as practicable.
 - (d) If the matter still remains unresolved and if the employee so requests, further discussions involving the Deputy General

Manager and/or General Manager should take place as soon as practicable.

- (e) If the remedy sought in (a), cannot be provided, the employee is to be provided with a written explanation as to why this is so.
- (f) If the matter still remains unresolved to the satisfaction of either party, the issue may be referred to the Industrial Relations Commission.

It is a condition of this Agreement that the procedures will be followed and that there shall be no disruption to work.

(ii) Interpretation, Application or Operation of Agreement

- (a) In the first instance, the elected representatives of the Regional Managers shall notify (in writing or otherwise) the Manager Cash Sales as to the substance of the dispute and request a meeting to discuss the remedy sought. A meeting should be held within 48 hours of notification.
- (b) If the matter is not resolved in this meeting, the matter shall be further discussed by the employees, the Manager Cash Sales and the Employee Relations Manager. This would take place within 48 hours of the completion of (a).
- (c) The parties have the right to refer the matter to the Industrial Relations Commission if the matter remains unresolved after (b).

It is a condition of this Agreement that the procedures will be followed and that there shall be no disruption to work.

14. *MONTHLY ROSTERED DAY OFF (XDO's)*

- (a) Rostered days off shall be scheduled by mutual agreement between Regional Managers and their supervisor.
- (b) Each Regional Manager shall be entitled to one monthly rostered day off during each four week period.
- (c) If a Regional Manager is requested to work on the day designated as a Monthly Rostered Day off another day shall be substituted for this day.
- (d) If a Regional Manager is ill on a Monthly Rostered Day off, sick leave will not be granted.
- (c) Monthly Rostered Day off may be accrued provided that:
 - (i) the number of days accrued does not exceed 6.
 - (ii) the period of accrual does not exceed 6 months.

15. MOTOR VEHICLES

The parties agree that Regional Managers may use their TAB vehicle for private use subject to the following cost recovery and general conditions of use:

- (i) The TAB will meet the cost of:
 - (a) petrol
 - (b) maintenance and repairs
 - (c) NRMA membership
 - (d) registration, third party and comprehensive insurance.
- (ii) Cost recovery shall be on the basis of the formula applied to Senior Executive Service and Special Employment Contract Scheme with private usage being calculated at 20% of the total costs. (See Annexure A for calculation/cost example).
- (iii) Private use of the motor vehicle and cost recovery will initially be optional but once such an arrangement has been entered into, exemption from the arrangement will be subject to the approval of the Director of Sales.
- (iv) Private use of the motor vehicle will not extend to periods of recreation leave and/or long service leave in excess six weeks. Periods of extended sick leave (ie. in excess of six weeks) will be reviewed on an individual basis.
- (v) The Regional Manager shall maintain the vehicle in a clean condition and ensure that all running sheets and log book details are maintained and submitted in a timely fashion.
- (vi) In the event that a Regional Manager chooses not to enter into a cost recovery for private use arrangement but is subsequently found to be using the vehicle for private use, disciplinary action against the Regional Manager will be taken and may include termination of employment.

16. CONDITIONS NOT ALTERED BY THIS AGREEMENT

- (i) Unless specifically addressed in the context of this Agreement, conditions of employment remain unchanged by the implementation of this Agreement.
- (ii) The following non-exhaustive list identifies the principle conditions *NOT* affected by the implementation of this Agreement.
 - (a) Sick leave
 - (b) Maternity/Adoption/Parental Leave
 - (c) Long Service Leave
 - (d) Special Leave
 - (e) Study Leave

17. *DURATION OF AGREEMENT*

The parties agree that this Agreement shall have a term of two years beginning from the date of its registration by the Commissioner for Enterprise Agreements.

The parties further agree to commence negotiations on a new agreement no later than 6 months prior to the expiration of this agreement.

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

Signed on behalf of the Totalizator Agency Board of New South Wales

by : 

A. Windross
General Manager

Witnessed by : 

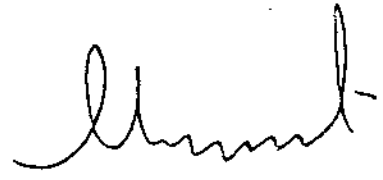
Dated : ²⁸th June 1993.

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, WARWICK WOOD
(full name and occupation, including title of position occupied, where relevant)
REGIONAL MANAGER

of, 85 TURRILL POINT RD
(residential address)
LILLI PILLI, NSW 2229.

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 

Dated: 15.6.93.

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, GERARD McFADDEN
(full name and occupation, including title of position occupied, where relevant)
REGIONAL MANAGER
TOTALIZATOR AGENCY BOARD OF NSW

of, 55A NICHOLSON STREET
(residential address)
STRATHFIELD 2135

have read the attached agreement and hereby indicate my approval of its contents.

Signed: G. McFadden

Dated: 18/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, DONALD IAN CLARK, REGIONAL MANAGER
(full name and occupation, including title of position occupied, where relevant)

of, 4/20 BULOLO ST
(residential address)
WAGGA WAGGA N.S.W. 2650

have read the attached agreement and hereby indicate my approval of its contents.

Signed: Don Clark

Dated: 3.6.93.


TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, LOUISE MAREE MERRIEL
(full name and occupation, including title of position occupied, where relevant)

REGIONAL MANAGER - TAB OF NSW

of, 7 EDINBURGH CLOSE WOOLSWORTH, 2230
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 

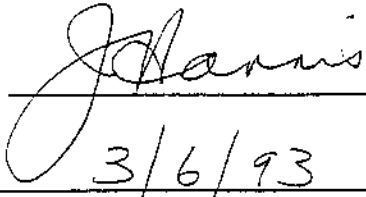
Dated: 7.6.93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, JULIE ANN HARRIS
(full name and occupation, including title of position occupied, where relevant)
REGIONAL MANAGER, REGION 10,

of, 52/7 DELWITT STREET
(residential address)
BANKSTOWN

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 
Dated: 3/6/93

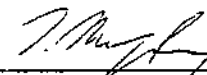
TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, TERENCE PATRICK MURPHY, REGIONAL MANAGER
(full name and occupation, including title of position occupied, where relevant)

Region 17.

of, 26 LIBATHORSE DR WOODHOM A NSW 2517
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 

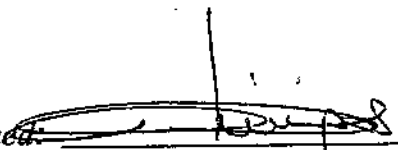
Dated: 4/6/99

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, PETER LEONARD PHILLIPS, REGIONAL MANAGER
(full name and occupation, including title of position occupied, where relevant)

of, 2 BRIGANOW AV. DUBBO 2830
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 


Dated: 3/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, WILLIAM LESLIE REA, Regional Manager, with the TAB.
(full name and occupation, including title of position occupied, where relevant)

of, 45 Lyden St Blacktown
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 

Dated: 3/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, STEPHEN JOHN MURRAY
(full name and occupation, including title of position occupied, where relevant)

REGIONAL MANAGER

of, 8 BARCLAY STREET,
(residential address)

BRONTE. 2024

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 

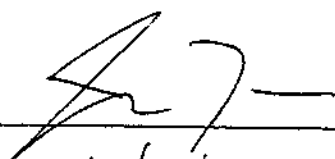
Dated: 3/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, JOHN TAN, REGIONAL
(full name and occupation, including title of position occupied, where relevant)
MANAGER, TAB of NSW

of, 36 / 19A TUSCULUM ST,
(residential address)
POTTS POINT, NSW 2011

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 
Dated: 4/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, STEPHEN HUGH JONES, REGIONAL MANAGER
(full name and occupation, including title of position occupied, where relevant)

of, 81 THE BROADWATERS, TASCOTT
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: [Signature]

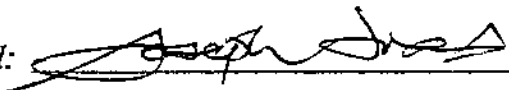
Dated: 2/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, JOSEPH M. TRAD
(full name and occupation, including title of position occupied, where relevant)
REGIONAL MANAGER

of, 13 GILDA AVE., PENRITH, NSW.
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 

Dated: 8/6/93
✓

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, STEPHEN RONALD SHAW - REGIONAL MANAGER - TOTALIZER
(full name and occupation, including title of position occupied, where relevant)

AGENCY BOARD OF NEW

of, 10 HAWKESHEAD WAY - LAKELANDS - WARNERS BAY 2280
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: Stephen Shaw

Dated: 2nd June 1983

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, ROBERT ALLAN RUSSELL
(full name and occupation, including title of position occupied, where relevant)

REGIONAL MANAGER TAB of NSW

of, 7 DAVIS ST SPEERS POINT 2284
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 


Dated: 2.6.93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, STEPHEN JOHN LORGER TAB REGIONAL
(full name and occupation, including title of position occupied, where relevant)
MANAGER

of, 15 OCEANVIEW TERRACE PORT MACQUARIE
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

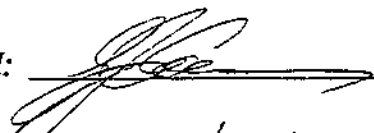
Signed: 
Dated: 3/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, Jerry John COLLINS
(full name and occupation, including title of position occupied, where relevant)
Regional Manager

of, 83 Oak St., Fenwick 2340.
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

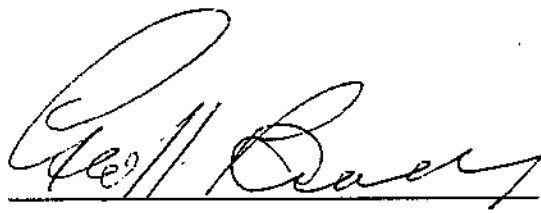
Signed: 
Dated: 2/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, GEORGEY MICHAEL BRADY
(full name and occupation, including title of position occupied, where relevant)
T.A.B. REGIONAL MANAGER

of, 8 IBIS CRESCENT
(residential address)
ORANGE N.W. 2800

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 

Dated: 7/6/1993

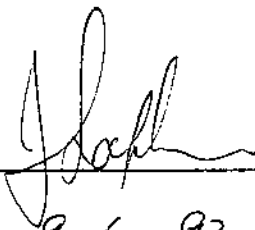
TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, JOHN LAPHAM
(full name and occupation, including title of position occupied, where relevant)

REGIONAL MANAGER

of, 1 OTTER PLACE - ERSKINE PARK
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

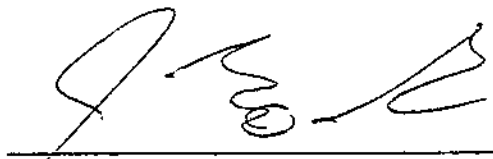
Signed: 
Dated: 9.6.93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, Walter John Boke - Regional Manager TAB
(full name and occupation, including title of position occupied, where relevant)

of, 14 Ludlow St Belmar 2192
(residential address)

have read the attached agreement and hereby indicate my approval of its contents.

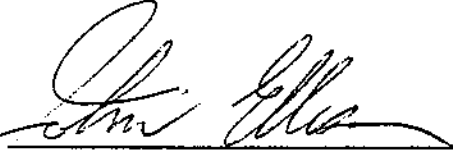
Signed: 
Dated: 8/6/93

TAB REGIONAL MANAGERS ENTERPRISE AGREEMENT

I, JOHN EDWIN ELISON
(full name and occupation, including title of position occupied, where relevant)
REGIONAL MANAGER - NORTH COAST

of, 14 PROSPECT ST
(residential address)
EAST BALLINA. 2478.

have read the attached agreement and hereby indicate my approval of its contents.

Signed: 
Dated: 4/6/93.