

ENTERPRISE AGREEMENT

NO: E.A. 325/94/1994

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**CLERICAL AND ADMINISTRATIVE
(CASUAL)**

PHONETAB OPERATORS

ENTERPRISE AGREEMENT

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

**It rescinds and replaces Industrial Agreements
No: 6650 and No: 6921 in so far as they apply to
casual PhoneTAB operators.**

TAB PHONETAB OPERATORS ENTERPRISE AGREEMENT

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

by : *Windross*

A Windross
General Manager

Witnessed by: *Bester*

Dated: *2 May* .. 1994.

Signed on behalf of the Federated Clerks Union of Australia, NSW Branch.

by : *Higgins*

V Higgins
Secretary

Witnessed by: *Lee Sunday*

Dated: *8/3/94* 1994

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1. DEFINITIONS

For the purposes of this agreement

- (i) "category" shall mean the classification by which a PhoneTAB operator is allocated available shifts.
- (ii) "crib" shall mean the payment received by an operator if they are required to work through a designated meal break.
- (iii) "customer service operator designation" shall mean that this operator is required to perform duties associated with the special needs of PhoneTAB customers. These operators are specially trained and are identified for rostering purposes by a "CS" or "S" designation.
- (iv) "Enterprise" shall mean PhoneTAB, the NSW TAB telephone betting operations based at Ultimo, Granville and Mayfield.
- (v) "extended shift" shall mean a shift that is longer than 5 hours 30 minutes.
- (vi) "meal break" shall mean the length of time during a shift designated as a non-work period. The break will last 30 minutes and the operator will not be paid for this period.
- (vii) "midweek" shifts shall mean those shifts that are available for distribution Monday through Friday, except those days that are designated Public Holidays.
- (viii) "operator leave" levels shall mean the total number of operators who can notify their unavailability for a roster. Ceiling numbers are established in response to operational demands and are updated on a weekly basis. Once ceiling levels are reached, further requests for leave may not be approved.
- (ix) the "Parties" shall mean the NSW Totalizator Agency Board and the Federated Clerks Union of Australia, NSW Branch.
- (x) "PhoneTAB operator" shall mean an individual employed by the NSW TAB on a casual basis to answer customer calls in PhoneTAB.

- (xi) "plus" shall mean only those existing PhoneTAB operators who have received the 'plus' designation as part of a superseded agreement (their names and employee numbers are attached as Appendix A). The 'plus' designation will not be extended to any other PhoneTAB operators. If any of the existing holders of a 'plus' designation change category, they will forfeit their 'plus' designation.
- (xii) "Public Holiday" shall mean any day gazetted as a Public Holiday within NSW.
- (xiii) "roster cycle" shall mean the rotation of available shifts amongst available operators commencing from the operating date of this agreement.
- (xiv) "roster" shall mean the weekly distribution of available shifts made to available PhoneTAB operators
- (xv) "shift availability" shall mean the total number of shifts available for distribution during a roster period. The number of shifts available each roster period will vary in response to operational demands.
- (xvi) "shift length" shall mean the time worked as a continuous period in one 24 hour span. The minimum shift length is 4 hours.
- (xvii) "shift" shall mean the period of work a PhoneTAB operator is allocated daily.
- (xviii) "Sunday" shall mean any Sunday that the TAB may operate.
- (xix) "target shifts" shall mean the number of shifts per week an operator in a designated category would prefer to work. Thus an operator in the 4FA category has indicated a preference for 4 shifts per week, while a 2N operator has indicated a preference to work 2 shifts per week.
- (xx) "Union" shall mean the Federated Clerks Union of Australia, NSW Branch.
- (xxi) "waiting list" shall mean a record detailing the names and employee numbers of those PhoneTAB operators who are seeking to enter the category for which the waiting list has been established. Operator details are placed on the list in order of waiting list opening date combined with each individual's date of commencement as a PhoneTAB casual operator. Waiting lists need not be maintained for all categories. Waiting lists remain closed until operational demands indicate a need to change category and/or waiting list numbers.

2. HOURS

- (i) PhoneTAB operators shall be available to be rostered for shifts commencing at or after 7.30am and at or before 7.15pm daily.
- (ii) SHIFT LENGTHS
 - (a) Minimum shift length will be four (4) hours with a rest break of no more than 15 minutes allocated between the second and third hours.
 - (b) Maximum shift length shall be seven and one half (7.5) hours.
- (iii) The maximum number of ordinary hours per week shall not exceed 38.

3. MEAL BREAKS

An operator who is required to work a shift in excess of five and a half hour (5.5) shall be eligible to a maximum break of thirty (30) minutes for the purposes of taking a meal. In the event that such a break cannot be taken, the operator shall be eligible for payment of the thirty (30) minutes at the appropriate hourly rate.

4. WAGE RATES

- (i) The parties agree that the hourly rate for PhoneTAB operators shall be as follows:

	ADULT	19 & 20 YRS	18 YRS & UNDER
		75%	60%
For all time worked other than Sundays and Public Holidays (ordinary time rate)	\$14.39	\$10.79	\$8.63
Time worked on Sundays and Public Holidays	\$28.78	\$21.58	\$17.26

Special PhoneTAB Saturday Allowance: \$1.39 per hour.

Relief Supervisor Additional Rate: \$1.80 per hour.

TRAINEE OPERATORS

	ADULT	19 & 20 YRS	18 YRS & UNDER
	(80% of trained rate)	75%	60%
For all time worked other than Sundays and Public Holidays	\$11.51	\$8.63	\$6.91
Time worked on Sundays and Public Holidays	\$23.02	\$17.26	\$13.82

These rates represent an increase of 3% and are effective from the date of implementation of the Agreement.

- (ii) The parties further agree that after 10 months of operation of the Agreement and subject to the number of operator caused error claims (investigated and confirmed as valid) being reduced by 10% on the year to date figures of the preceding 12 month period, the hourly rate for PhoneTAB operators shall increase a further one per cent (1%) and shall be as follows:

	ADULT	19 & 20 YRS	18 YRS & UNDER
		75%	60%
For all time worked other than Sundays and Public Holidays	\$14.67	\$11.00	\$8.80
Time worked on Sundays and Public Holidays	\$29.34	\$22.00	\$17.60

Special PhoneTAB Saturday Allowance: \$1.42 per hour.

Relief Supervisor Additional Rate: \$1.84 per hour.

TRAINEE OPERATORS

	ADULT	19 & 20 YRS	18 YRS & UNDER
	(80% of trained rate)	75%	60%
For all time worked other than Sundays and Public Holidays	\$11.74	\$8.81	\$7.04
Time worked on Sundays and Public Holidays	\$23.48	\$17.62	\$14.08

- (iii) The parties agree to maintain the attendance productivity scheme (APS) (see Clause 9). The APS percentage shall increase by one per cent (1%) to three per cent (3%) for the first year of the Agreement. After 10 months of operation of the Agreement, the APS percentage shall increase one per cent (1%) to four per cent (4%).

- (iv) The wage rates in this clause include loadings to reflect the casual nature of employment, and include the 1/12 loading for annual leave entitlement.

5. **ROSTERING**

Operational demands will determine which PhoneTAB centre(s) operates per race day and also the number of staff rostered.

- (i) Each PhoneTAB Casual operator will be rostered in accordance with their individual roster category. Roster categories are defined in Clause 6.
- (ii) The roster shall be prepared for a period of one (1) week. It shall be published at least 10 days prior to the commencement of that period.
- (iii) All PhoneTAB operators, regardless of their individual category, must be available to attend at any time on Saturdays within normal working hours.
- (iv) PhoneTAB operators must indicate their individual inability to attend for each roster week 30 days in advance. Requests for leave will be subject to the pre-determined operator leave levels. Individual requests for absence above and beyond predetermined leave levels will be considered on merit.
- (v) PhoneTAB operators will not be rostered at times when they have notified of their inability to attend as per 5 (iv).
- (vi) Provided that a sufficient number of shifts is available for distribution, all available PhoneTAB operators will be offered a minimum of one shift per week. This will not apply
 - (a) to those Operators within the SOMC (Saturday only Melbourne Cup) category, or
 - (b) to those operators with a self-imposed Saturday only restriction.
- (vii) Consideration will be given to a PhoneTAB operator's preference for working Saturday late afternoon and evening shifts. However such an allocation cannot be guaranteed.
- (viii) All staff, current and future, may be required to work on the day or night of the Melbourne Cup.

6. **CATEGORIES**

The number of operators required by PhoneTAB will vary in response to operational demands.

- (i) (a) All PhoneTAB operators shall be categorised on the basis of a number of total target shifts preferred to be worked per week.

(b) Any Granville operator designated as being in the pre-agreement categories (see Appendix B) shall retain the conditions applicable to that designation. No additional operators will be included in the designated pre-agreement categories and the arrangements will continue only for each designated operator's current period of employment. If any operator elects to change category, they will forfeit the conditions associated with their pre-agreement designation.

- (ii) The Categories shall be
- 4A: 4 Anytime (4 shifts per week available day and night)
 - 3A: 3 Anytime (3 shifts per week available day and night)
 - *3N: 3 night (3 shifts per week available night only midweek)
 - *2N: 2 night (2 shifts per week available night only midweek)
 - SATS: Saturday (1 shift per week)
Operators in this category will be asked to indicate
 - (a) midweek availability, ie SATMWA, should a Saturday shift not be available; or
 - (b) strictly Saturday only, ie SATO.
 - SOMC: Saturday only/Melbourne Cup (1 shift per week on Saturday only and must be available for Melbourne Cup)

* not applicable to Mayfield.

(iii) All operators, except those in the SATS category at the time of signing this Agreement, must make themselves available for rostering on Melbourne Cup day/night. All efforts will be made to roster operators in accordance with their normal availability (day or night). Those operators who move from other categories (eg 4A, 3N) into a SATS category will be required to remain available for Melbourne Cup rostering. When an SOMC operator moves to another category, the requirement to be available for Melbourne Cup rostering also remains. SATS category operators not affected by the Melbourne Cup requirement outlined above must indicate their availability for rostering on Melbourne Cup day/night within 14 days of being requested to do so by Management.

(iv) PhoneTAB Management reserves the right to determine commencement times for night shifts. Commencement times will be no earlier than 16:00. Consideration will be given, where possible, to commencement times nominated by operators.

- (v) PhoneTAB operators who commence as SOMC operators must make themselves available on Melbourne Cup Day/Night, regardless of which category or category waiting list they may subsequently join.
- (vi) Waiting lists will be opened from time to time in response to operational needs. While a waiting list is open, all PhoneTAB operators, except those in the SOMC category, will be able to apply for the open waiting list of their choice. Operators shall be limited to applying for one (1) waiting list only at any one time.
- (vii) All PhoneTAB operators recruited after the implementation of this agreement will commence in the SOMC category and remain in that category until offered the opportunity to apply for another category or category waiting list.
- (viii) Operators will be advised of waiting list vacancies and application procedures via the PhoneTAB Bulletin and/or additional notices on staff notice boards.
- (ix) Position on a category waiting list shall be determined by combining the date that a specific category waiting list opens with the applicant's date of employment as a PhoneTAB casual operator.
- (x) Movement into a category, other than SOMC, will occur from the top of the appropriate waiting list and in response to operational demands. An individual's performance record (attendance, service quality and accuracy) will be considered in the decision to move an operator into a category.
- (xi) Any application by an individual PhoneTAB operator to effect a reduction in the target number of shifts worked per roster will be considered on merit.

7. CUSTOMER SERVICE/OPERATOR DESIGNATIONS

- (i) Operators designated as customer service operators ("CS" & "S") may be deployed in response to fluctuating customer service requirements such as enquiries/information; account administration; complaints/customer relations; special needs and other areas as arise as part of operational activities and initiatives.
- (ii) Only operators in the 4A, 3A and 3N categories who consistently demonstrate above average performance of their duties will be deployed in a customer service capacity.
- (iii) Eligible operators may apply at any time to the Staffing Office for consideration as a customer service operator.

- (iv) If accepted, training will be provided. Upon satisfactory completion, the operator will be designated "CS". Eligible operators may also be trained to work with those customers with special requirements. These operators will hold an "S" designation.
- (v) Designations will be contingent upon continued satisfactory performance. If an individual's performance as a "CS" or "S" is determined to be less than satisfactory, that operator's designation will lapse. To regain a designation, an operator will need to re-apply and satisfy all assessment criteria.
- (vi) As demand for staffing within each customer service area fluctuates, operators holding a "CS" or "S" designation cannot be guaranteed that they will work any shifts in their specified customer support capacity per roster.

8. **SHIFT ALLOCATION**

- (i) **DAILY**
 - (a) Each operating day, before any other allocation parameters come into effect, shifts identified as requiring operators with customer service skills are distributed to available operators who hold customer service designations.
 - (b) The allocation commences with designated operators in the 4A category and moves through 3A and 3N until all available shifts that day are filled, or each operator holding a relevant designation has been rostered one shift.
 - (c) For each of the remaining days in that roster week, the allocation continues to rotate amongst the pool of designated operators and only moves to the next day once (b) is achieved.
 - (d) Saturday customer service shift requirements are met first, followed by Public Holidays/Sundays and then midweek.
 - (e) It is possible that not all designated operators will have been rostered for the target number of shifts associated with their category by the time all available shifts identified as requiring operators with customer service skills have been distributed. The specific rostering parameters which follow will accommodate this.

- (ii) SATURDAY - Saturday shifts shall be allocated to all available operators on a rotational basis.

If the number of Saturday shifts available for distribution on a particular Saturday is insufficient to allocate 1 (one) shift to each of the available operators, the following procedures shall apply:

- (a) Operators in the Saturday Only Melbourne Cup (SOMC) and Saturday Only (SATS) categories shall be rostered off on a rotational basis.
- (b) The rostering off rotation shall commence with SOMC operators and shall progress in order of most recent date of employment as a PhoneTAB casual operator.
- (c) Operators in the Saturday category with midweek availability (SATMWA) who are unable to be rostered on a Saturday shall be rostered on for 1 (one) midweek shift that roster.
- (d) When a public holiday falls on a Saturday, public holiday rostering procedures apply.

- (iii) MIDWEEK - Midweek shifts are distributed after the Saturday, relevant Public Holiday(s) and Sunday shifts.

- (a) A shift will be allocated first to those SATMWA operators who were rostered off a Saturday shift that roster.
- (b) Shifts available for distribution are allocated to available operators in the 4A, 3A, 3N and 2N categories. Shifts available for distribution are allocated to operators with the highest number of target shifts first and then to those operators with the second highest number of target shifts and so on.
- (c) If midweek shifts remain to be filled after the available category operators have achieved their target number of shifts (see above), the remaining shifts shall be allocated one shift to each available operator on waiting lists in the following order:
 - (i) The distribution will commence with the operator with the oldest date of joining a waiting list and will progress through the operators on waiting lists in the order of date of joining from oldest to newest.

- (ii) Operators who hold a "plus" designation, commencing with the operator with the highest number of target shifts and progressing by order of seniority within the group holding that number of target shifts.
 - (iii) Operators in categories 4A, 3A, 3N, 2N, SATMWA who have requested leave for the Saturday shift that roster and have received approval to do so can request a make-up shift during that roster period. 30 days notice of this intention must be given (see Clause 5 iv).
 - (iv) The roster cycle will not always complete the full rotation through the operators on the waiting lists. When this occurs the next midweek rostering, to reach (c i) above, shall commence from that operator last rostered in (c i). One complete allocation through the waiting list operators as described in (c i) and must occur before the cycle moves to (c ii).
 - (v) Operators as described in (c i) who have not yet achieved the number of target shifts associated with their waiting list category.
 - (vi) Should shifts still remain for distribution, operators in categories will be rostered for one shift each commencing with 4A and progressing through 3A, 3N, 2N and SATMWA.
- (d) If the number of midweek shifts available for distribution is insufficient to allocate target shift numbers to each of the available category operators, operators in categories eligible for midweek shifts shall be rostered off on a rotational basis. The following procedures shall apply
- (i) Rostering off shall commence with operators in the category with the highest number of target shifts, ie 4A and progress through 3A, 3N and 2N in that order. Within each category the operator with the most recent date of employment shall be the first to be rostered off.

- (ii) The rostering off will not always complete a full rotation each roster. When this occurs the next rostering off shall commence from the operator last rostered off in (i).

- (iv) PUBLIC HOLIDAYS - Public Holiday shift allocation shall occur as follows:
 - (a) The distribution of Public Holiday shifts will commence with the operator with the oldest date of employment, excluding SOMC category.

 - (b) If all available operators are rostered as per (a) and shifts remain available for distribution, then available SOMC category operators will be rostered for a shift. Shift allocation will commence with the SOMC operator with the oldest date of employment and progress in that order.

- (v) SUNDAY - Sunday shifts will be allocated on a rotational basis to all available operators, except those operators in the SOMC and the SATS categories. The rotation will commence with the operator with the oldest date of employment and progress in that order.
 - (a) If all available operators are rostered as per 7(v) and shifts are still available for allocation, then the SATMWA category operators will be rostered for a shift on a rotational basis. The rotation will commence with the SATMWA operator with the oldest date of employment and progress in that order.

 - (b) If shifts still remain for distribution, then available SATO and SOMC operators will be rostered on a rotational cycle. The rotation will commence with the SATO operator with the oldest date of employment and progress in that order.

9. **ATTENDANCE PRODUCTIVITY SCHEME (APS)**

The parties agree to maintain the attendance productivity scheme (APS). The APS percentage shall be three per cent (3%) during the first year of the Agreement. On the first anniversary of the Agreement, the APS percentage shall increase one per cent (1%) to four per cent (4%).

The scheme shall operate as follows:

- (i) At the completion of each 13 week period, the TAB shall pay to each employee who has attended for 95 per cent or more of rostered shifts, an amount equal to the appropriate APS percentage of that employee's earnings for the relevant period.
- (ii) If, in calculating 95% of an employee's rostered shifts, the resultant figure is not a whole number, those parts of the figure which are 0.5 and over shall be rounded up to the nearest whole number. Those below 0.5 shall be rounded down to the nearest whole number.

Example 1: If an employee was rostered for 53 shifts over the 13 week period, to qualify for the entitlement he/she would have to attend as follows:

$$53 \times 95\% = 50.35$$

The figures 0.35 would be disregarded, so that to qualify for the APS, the employee would need to have attended 50 shifts.

Example 2: If an employee was rostered for 48 shifts over the 13 week period, to qualify for the entitlement he/she would have to attend as follows:

$$48 \times 95\% = 45.6$$

The figure of 0.6 would be rounded up, so that to qualify for the APS the employee would need to have attended 46 shifts.

- (iii) The TAB shall also calculate the total wages bill for the relevant period, from which it shall deduct the total wages bill of those employees who have attended for 95 per cent or more of rostered shifts.

It shall then calculate the appropriate APS percentage of the residual figure and shall distribute such amount as follows:

- (a) 70% shall be paid to persons who have attended for 95% or more of their rostered shifts over the relevant period and shall be allocated in proportion to such person's earnings over the relevant period;
- (b) 30% shall be paid to persons who have attended 100% of their rostered shifts over the relevant period and shall be allocated in proportion to such person's earnings over the relevant period.

- (iv) In assessing attendance, the following absences shall not be counted as rostered shifts:
- (a) Where a substitute shift is authorised;
 - (b) Where absence is due to family bereavement (up to a maximum of two days);
 - (c) Where a person is required to attend for jury duty;
 - (d) Where a person obtains authorised leave prior to the preparation of rosters;
 - (e) Where a person obtains authorised midweek leave after the preparation of rosters but with sufficient notice for management to organise a replacement for the person absenting themselves. Two (2) working days is deemed sufficient notice. Management has the absolute discretion to authorise or not authorise the leave in such circumstances.
 - (f) Where a person is unable to attend for duty by reason of illness and is able to substantiate such illness by the production of a medical certificate on next attending work. The maximum amount of notice is to be provided to management of this absence, in order that replacement may be arranged.
 - (g) Where such other circumstances arise where, in the judgment of the employer, any employee would not reasonably have been able to attend for duty. The PhoneTAB Sales Manager is to have absolute discretion in this matter.
- (v) A person attending for duty who is required by reason of illness to absent him/herself for part of his/her shift shall, for the purpose of the APS, be deemed to have worked the shift in its entirety.
- (vi) A person commencing or ceasing employment part-way through a 13 week period shall be treated as having been employed for the entirety of the period but shall be regarded as having not been rostered for the period before his/her commencement or after his/her termination whichever the case may be. Provided that employees terminated by the TAB shall be excluded from this arrangement.

- (vii) In calculating either an employee's wage for a period or the total wage bill for a period, the TAB shall refer to the amounts actually paid during a period rather than allocate such amounts to the period for which they should have been paid.
- (viii) Under no circumstances shall the TAB become entitled to retain any money which accrues as a result of this agreement. In the event that there is still money to be distributed after all steps contained in this agreement are completed, discussions shall be held between the Union and Management to determine an appropriate method of distribution.

10. **MINIMUM 90% ATTENDANCE REQUIREMENT**

The parties agree that:

- (a) At the completion of each 13 week APS period (See Clause 9) staff who have not attended for 90% or more of their rostered shifts will have their shift allocation reduced by one shift per week for six weeks in the following period.
- (b) Should the 90% attendance requirement not be achieved twice within a 12 month period, an operator shall have his/her shift allocation reduced by one shift per week for 12 weeks in the following period.
- (c) Should the 90% attendance requirement not be achieved 3 times within a 12 month period, an operator's preferred number of target shifts will be reduced by one shift per week permanently.
- (d) Rostered shifts are calculated on the same basis as for the Attendance Bonus Scheme.

11. **DISPUTE/GRIEVANCE SETTLEMENT PROCEDURE**

- (i) The parties agree to the following procedures involving individual employees:
 - (a) In the first instance, the employee will notify (in writing or otherwise) the Site Manager (ie Manager PhoneTAB Ultimo/Granville/Mayfield) as to the substance of the grievance, request a meeting to discuss it, and state 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 employee(s), and, at their request, a Union representative, the Site Manager and the Manager PhoneTAB Sales. This should take place within 48 hours of the completion of (a).
- (c) If the matter remains unresolved, the matter shall be further discussed by the employee(s), a representative of the Union, the Site Manager, the Manager PhoneTAB Sales and the Employee Relations Manager. This should where practicable take place within 48 hours of the completion of (b).
- (d) Should the matter remain unresolved, the employer shall provide the employee and where appropriate the Union, with a written response outlining why the remedy sought in (a) cannot be provided.
- (e) If the matter still remains unresolved, the matter 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) The parties also agree to the following procedures over a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement.

- (a) In the first instance, the employees will notify (in writing or otherwise) the Site Manager (ie Manager PhoneTAB Ultimo/Granville/Mayfield) 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, and, at their request a union representative, the Site Manager, the Manager PhoneTAB Sales and the Employee Relations Manager. This should 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.

12. REGULAR CONSULTATIVE MEETINGS BETWEEN UNION AND MANAGEMENT

The parties agree to continue the regular meetings between Union Delegates and Management.

- (a) These meetings will where practicable be held on a monthly basis at a time and date to be agreed between the parties.
- (b) Union Delegates will provide Management with a written agenda of matters they wish to have discussed at the meeting five working days prior to the meeting.
- (c) Management will provide Union Delegates with a written agenda of matters they wish to have discussed at the meeting five working days prior to the meeting.
- (d) Management will allow Union Delegates reasonable paid time to attend consultative meetings. In the case of Delegates from Granville this will involve the allocation of a shift within Ultimo.
- (e) Minutes of business discussed at the meetings will be taken and copies forwarded to all attendees, one week prior to the next meeting.
- (f) Only a reasonable number of Delegates and Management representatives shall attend the meeting.

Subject to operational requirements, time to attend relevant TUTA courses will be granted to nominated Union members. Nominations will be limited to four (4) per year with a maximum course length of 5 days. Nominated operators will be paid minimum shift rates per day of attendance.

13. PERFORMANCE ASSESSMENT

- (i) The parties agree that it is necessary to assess the quality of service and skills levels of operators.
- (ii) The method of such assessment will be a combination of observation, verbal and written testing.
- (iii) Where appropriate, remedial or additional training will be offered to those operators determined to be performing below acceptable levels.
- (iv) If remedial or additional training does not result in improved operator performance, the matter will be handled under the dispute/grievance procedure outlined in Clause 11.

14. **CHILD CARE**

- (i) The parties agree that PhoneTAB operators may, subject to the availability of vacancies, use the work based child care facilities as provided by the TAB.
- (ii) The parties further agree that employees may choose to pay child care fees by way of salary/wage sacrifice.
- (iii) The employer agrees to provide as much information about options in respect of fees including fee relief and salary sacrifice options as practicable.
- (iv) The parties agree that persons using the Child Care Centre are obliged to abide by the rules of operation as determined from time to time by the TAB.

15. **MISCELLANEOUS PROVISIONS**

- (i) **Finishing At Night Allowance***
Operators finishing shifts at or after 10.00pm shall be entitled to an allowance of \$6.60 or have transport provided. Also operators finishing shifts at or after sunset and before 10.00pm shall be entitled to transport to the nearest railway station.
- (ii) **Overtime**
All time worked in excess of 7.5 hours shall be regarded as overtime and paid at time and a half for the first 2 hours and double time thereafter. On a public holiday or a Sunday, any time worked beyond 7.5 hours shall be paid at the rate of double time and a half of the ordinary rate.
- (iii) **Meal Allowance***
If an operator is rostered to work 10 hours or more per day, a meal allowance of \$6.20 is payable.
- (iv) **Illness On Duty**
When an operator reports for duty and subsequently indicates that he/she is ill, and is unable to continue the shift, the operator shall be required to provide a medical certificate to the Staffing Supervisor before payment for the full shift is approved. If no certificate is provided the operator shall be paid for the actual time worked unless otherwise determined by Manager PhoneTAB Sales.
- (v) **Cancelled Or Postponed Meetings**
When meetings are postponed or cancelled and operators are unable to be notified, they shall be paid for 2 hours of their rostered shift or the total amount of travelling time whichever is the greater with a maximum of 4 hours.

(vi) Confirmation Of Start Time
Advances in technology, particularly interactive voice response technology, may enable the TAB to log staff start times so that operators can ring and check their commencement times. The parties agree that, subject to further discussion, it is a common view that each operator would take responsibility for confirmation of their individual shift commencement times.

(vii) Car Pools
Consideration will be given to car pool arrangements. Car pools are a matter for the individual operator to arrange and should be advised to the roster supervisor. Every effort will be made to match shifts, but this cannot be guaranteed.

* Allowances will be varied having regard to movements in the CPI.

16. DEVELOPMENTAL OPPORTUNITIES

Twice yearly (if required), a general advertisement will be placed in the PhoneTAB Bulletin requesting operators to make an application for various temporary/casual positions which may become available in the ensuing 6 month period. Such positions could include Relief Supervisors, Duties Shift, Administration/Clerical and Typing/Stenographic.

Selection will be on merit and in accordance with EEO principles. A list of successful applicants in the various skills areas will be compiled and positions shall be offered on a needs basis. Payment for work performed in temporary/casual positions shall be at the rate appropriate for the position.

Temporary Appointments

A PhoneTAB operator may be appointed to a position on a temporary basis. During the appointment the employee shall be paid the salary deemed appropriate for the position.

A temporary appointment can be full-time or part-time. If the appointment is part-time, the position is offered for a minimum of 12 hours per week and a maximum of 30 hours per week. Salary and leave entitlements will be paid pro-rata to the full-time equivalent.

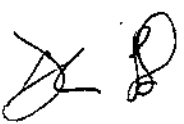
No operator shall be disadvantaged in respect of category and/or waiting list by being involved in a developmental opportunity.

17. NO EXTRA CLAIMS

Parties to this Agreement undertake not to pursue any extra claims, except those allowed by Part 3, Division 2 of the Industrial Relations Act, 1991. Under the Act, items may be raised for discussion with a view to achieving mutually agreed variations during the life of this Agreement.

18. DURATION OF AGREEMENT

- (i) The parties agree that this Agreement will operate for a period of 2 years from the date of registration by the Industrial Registrar.
- (ii) The parties further agree that negotiations in respect of a new agreement will commence no sooner than 18 months after commencement of this Agreement and no later than 23 months after commencement of this Agreement.
- (iii) The Agreement was entered into by the parties without duress.



PLUS SHIFT (+) LISTING

FOUR SHIFT PLUS

OPERATOR NUMBER	OPERATOR NAME	LOCATION
200233	Bain E	Ultimo
243653	Boyd H	Ultimo
213205	Brown K	Ultimo
226556	Crankshaw P	Ultimo
230962	Curle P	Ultimo
232980	Curran Y	Granville
201427	Dalton Y	Ultimo
201515	Devinc J	Ultimo
231223	Dickson L	Ultimo
241137	Dixon J	Ultimo
217811	Duncombe E	Ultimo
246793	Ellis M	Ultimo
217225	Fagan D	Ultimo
231256	Fozzard J	Granville
202637	Healey M	Ultimo
228332	Hopner	Ultimo
239800	Hopper J	Ultimo
212776	Kerr C	Granville
213535	Lefoe T	Granville
240224	Leonard H	Ultimo
231617	McCune A	Ultimo
229911	McKenna M	Ultimo
218765	Moodie L	Ultimo
204181	Mutkins P	Ultimo
227983	Percival K	Ultimo
214497	Reynolds J	Ultimo
234812	Roberts S	Ultimo
240312	Smith C	Ultimo
217707	Somers M	Ultimo
240185	Stewart H	Ultimo
222503	Stewart V	Ultimo
213270	Taylor P	Ultimo
227163	Waddell P	Ultimo
234195	Walsh D	Ultimo
240128	Warren H	Ultimo

Total 4 (+) = 37

PLUS SHIFT (+) LISTING

THREE SHIFT PLUS

OPERATOR NUMBER	OPERATOR NAME	LOCATION
253341	Adams J	Ultimo
200137	Armstrong M	Ultimo
200362	Benson L	Ultimo
200387	Bevan E	Ultimo
218556	Bragg P	Ultimo
210862	Boyd J	Ultimo
243983	Carr M	Ultimo
212173	Collins T	Ultimo
217370	De Vere M	Ultimo
220438	Millon N	Ultimo
230970	Dougenis W	Ultimo
208097	Downan R	Granville
201798	Duus B	Ultimo
201894	Emmett J	Ultimo
221881	Elepano E	Granville
219106	Evans K	Ultimo
223682	Geronimo E	Ultimo
248674	Geronimo E	Ultimo
237446	Grech D	Ultimo
221496	Guidi K	Ultimo
223770	Hamilton M	Ultimo
230095	Higgin J	Ultimo
218732	Hodges P	Ultimo
229591	Leech C	Ultimo
243460	Liberatore A	Ultimo
212655	Lloyd M	Ultimo
219918	MacDonald K	Ultimo
211285	Meyer B	Ultimo
238246	Mitchell V	Ultimo
226146	O'Brien J	Ultimo
220567	Oehlman O	Ultimo
220872	Orsini E	Ultimo
247327	Parker C	Ultimo
239585	Pettitt P	Ultimo
250396	Ralston M	Ultimo
217588	Shepherd A	Granville
238447	Sinclair M	Ultimo
243678	Skudder K	Ultimo
248256	Stewart M	Ultimo
232320	Van Baardwyk J	Ultimo
220591	Weir Y	Ultimo
225924	Wyatt L	Ultimo
212702	Zammit J	Granville

Total 3 (+) = 43

PLUS SHIFT (+) LISTING

TWO SHIFT PLUS

OPERATOR NUMBER	OPERATOR NAME	LOCATION
244605	Edwards J	Ultimo
245405	Meyerthal M	Ultimo
232915	Stanton V	Ultimo

Total 2 (+) = 3

**OPERATORS RETAINING ROSTERING ARRANGEMENTS
FROM GRANVILLE OPENING 1987**

DAY PREFERENCE

OPERATOR NUMBER	OPERATOR NAME	# TARGET SHIFTS	AGREED DAYS
215818	Anderson D	2	Wed
232989	Curran Y	4+	Wed, Thu, Tue
217803	Day P	3	Wed, Tue
227901	Hassoun S	4	Wed, Mon, Tue
217467	Kenny L	2	Wed
212776	Kerr C	4+	Wed, Thu, Mon
210733	Lovegrove K	2	Wed
237116	Moloney M	4	Wed, Mon, Tue
205502	Symons P	4	Wed, Thu, Mon

DAYS/FRIDAY NIGHT PREFERENCE

OPERATOR NUMBER	OPERATOR NAME	# TARGET SHIFTS	AGREED DAYS & FRIDAY NIGHT
231256	Fozzard J	4+	Wed, Thu
228357	Harag C	4	Wed, Thu
213535	Lefoe T	4+	Wed, Thu

NIGHT PREFERENCE

OPERATOR NUMBER	OPERATOR NAME	# TARGET SHIFTS	AGREED NIGHTS
221881	Elepano E	3+ S*	Fri, Mon
202050	Finlayson S	3	Fri, Mon
239095	Galvin G	2	Fri
232136	Gavin S	2	Thu
239407	Reynolds J	2	Mon
217588	Shepherd A	3+ S*	Fri, Mon
212702	Zammit J	3+	Thu, Mon

S* indicates 6.00pm start at earliest