

**TAB Agents New South  
Wales Casual Employees  
Multi Enterprise  
Agreement 2011**

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## 1. TITLE, OPERATION AND COVERAGE

- 1.1. This Agreement is a Multi Enterprise Agreement made pursuant to Part 2-4 of the FW Act and shall be known as the “*TAB Agents New South Wales Casual Employees Multi Enterprise Agreement 2011*”.
- 1.2. The nominal expiry date of this Agreement is the 21 March 2015.
- 1.3. This Agreement (including its Schedules):
  - (a) represents the consolidation of wages and conditions of employment for the employees covered by this Agreement;
  - (b) constitutes the entire agreement between the Employers specified in Schedule 1 and their employees as to its subject matter and supersedes all prior representations and agreement in connection with the subject matter. As such, any prior understandings, agreements, awards, entitlements, wages rates and/or allowances between the Employers specified in Schedule 1 and any employee covered by this Agreement, express or implied cease to have any effect or application and are replaced in total by this Agreement. To avoid doubt, while this Agreement operates, no Modern or other Award applies to the employment of the employees to whom this Agreement applies, or to the employers or employer organisation in relation to those employees; and
  - (c) may only be altered or varied by Agreement or otherwise in accordance with the provisions of the FW Act.
- 1.4. The NES shall prevail over this Agreement to the extent that the NES provides a more favourable outcome for an employee.
- 1.5. Subject to the FW Act, this Agreement covers the following persons and entities:
  - (a) The Employers listed in Schedule 1 to this Agreement; and
  - (b) The employees employed by the Employers listed in Schedule 1 to this Agreement, in the classifications listed in clause 9; and
  - (c) The bargaining representatives named as being covered by the Agreement in FWA’s decision approving this Agreement.

## 2. DEFINITIONS

- 2.1. In this Agreement:
  - (a) **Agreement** means this Multi Enterprise Agreement;

- (b) **Confidential Information** means any trade secrets or confidential information relating to or belonging to an Employer (as defined in this Agreement) or any group company of the Employer (as defined in the *Corporations Act 2001* (Cth)), including but not limited to any such information relating to: customers or clients; customer lists or requirements; suppliers; terms of trade; pricing lists or pricing structures; marketing information and plans; intellectual property; inventions; business plans or dealings; technical data; employees or officers; financial information and plans; designs; product lines; any document identified as being confidential by the Employer; research activities; software and the source code of any such software; but does not include information which is generally available in the public domain and was known by the employee prior to the disclosure by the Employer, its employees, representatives or associates;
- (c) **Employees** means the employees covered by the classifications in clause 9 to this Agreement and employed by the Employers;
- (d) **Employers** means the Employers listed in Schedule 1 to this Agreement and **Employer** has a corresponding meaning;
- (e) **FW Act** means the *Fair Work Act 2009* (Cth), as amended or replaced from time to time;
- (f) **FWA** means Fair Work Australia or such other body as may replace it pursuant to legislation from time to time;
- (g) **NES** means the National Employment Standards contained in the FW Act, as amended or replaced from time to time;
- (h) **Policy** means a policy of an Employer as amended or replaced from time to time;
- (i) **Saturday** means the 24 hour period from midnight on Friday to midnight on Saturday; and
- (j) **Sunday** means the 24 hour period from midnight on Saturday to midnight on Sunday.

### 3. NO EXTRA CLAIMS

3.1. For the nominal term of this Agreement, the persons covered by this Agreement will not:

- (a) pursue any extra claim for any benefit or entitlement relating to a matter that is a permitted matter in relation to an enterprise agreement for the purposes of the FW Act, whether by way of statutory, common law or other form of claim; or

(b) take industrial action in support of such extra claim(s).

#### **4. INDIVIDUAL FLEXIBILITY**

4.1. Notwithstanding any other provision of this Agreement, an Employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual employee. The terms that the Employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed (including the timing and taking of breaks);
- (b) overtime rates;
- (c) penalty rates; and
- (d) allowances

4.2. An Employer is required to ensure that any individual flexibility arrangement agreed under this clause:

- (a) is about matters that would be permitted matters if the individual flexibility arrangement were an Enterprise Agreement;
- (b) does not include a term that would be an unlawful term if the arrangement were an Enterprise Agreement;
- (c) is in writing, names the parties to the individual flexibility arrangement and is signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (d) states each term of this Agreement that the parties have agreed to vary;
- (e) details how the application of each term has been varied by agreement between the parties;
- (f) has been genuinely made without coercion or duress;
- (g) results in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to;
- (h) details how the individual flexibility arrangement results in the individual employee being better off overall;
- (i) states the date upon which the individual flexibility arrangement commences to operate; and

(j) specifies that the arrangement may be terminated:

- i. by either party giving not more than 28 days' notice of termination, in writing, to the other party; or
- ii. at any time, by written agreement between the Employer and the individual employee.

4.3. The Employer must give the individual employee a copy of the individual flexibility arrangement within 14 days after it is agreed to and keep the agreement as a time and wages record.

4.4. Except as provided in clause 4.2(c), the individual flexibility arrangement must not require the approval or consent of a person other than the Employer and the individual employee.

4.5. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, and provision for an agreement between an Employer and an individual employee contained in any other term of this Agreement.

## **5. CONSULTATION**

5.1. Where an Employer had made a definite decision to introduce major workplace change that is likely to have a significant effect on employees, the Employer will notify the affected employees of the decision and its expected impacts on affected employees.

5.2. Major workplace changes include decisions to significantly change the composition, operation or size of the employer's workforce or the skills required; the significant elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; and the need for retraining or transfer of employees to other work or locations.

5.3. As soon as is practicable after the definite decision is made, the Employer will consult with the affected employees about the introduction of the changes referred to in clause 5.1, the effect the changes are likely to have on employees.

5.4. For the purposes of consultation under this clause, affected employees may appoint a person or organisation as their representative, provided that the Employer is not required to disclose Confidential Information to the employees or their representative which would be contrary to the Employer's interests.

## **6. DISPUTE RESOLUTION**

6.1. In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace level by discussions between the employee or employees concerned and the Employer.

6.2. If a dispute or grievance arises in accordance with clause 6.1, the following procedure must be followed:

- (a) The employee or employees concerned must first raise the matter with the Employer (or Manager of the Employer if applicable).

(b) If the matter is not resolved within 14 business days, the matter may be referred to FWA for conciliation or, if all parties agree, arbitration.

6.3. While the dispute resolution procedures are being followed:

(a) each party may be represented in the discussions by a representative of their choice;

(b) the parties must not engage in industrial action; and

(c) work shall continue as normal in accordance with the circumstances that existed prior to the dispute, unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

## 7. BASIS OF EMPLOYMENT

7.1. Employees employed under this Agreement will be casual employees.

7.2. A *casual employee* is an employee engaged and paid as such and who performs work from time to time as required by the Employer, which may be on a regular or irregular basis, and whether systematic or not.

7.3. A casual employee will be paid in accordance with the rates prescribed in clause 10. Casual employees will be paid weekly.

7.4. The minimum daily engagement for a casual is 3 hours.

## 8. TERMINATION OF EMPLOYMENT

8.1. Notice of termination is provided by the NES.

## 9. CLASSIFICATIONS

9.1. Employees shall be classified as either Payer/Sellers or Agents Relief in accordance with the classification descriptions set out in this clause.

### **Payer/Seller**

9.2. The indicative duties of a payer/seller include:

(a) Operating TAB equipment in order to sell TAB products to consumers and otherwise assist customers, including but not limited to:

- Retail Wagering Terminals;
- Easybet Terminals;
- Customer Information Terminals;

- MyTAB; and
  - SKY Text Service;
- (b) advising and assisting customers with general service enquiries;
- (c) Responsible Service of Wagering;
- (d) effectively updating all racing materials;
- (e) processing Account Betting Transactions;
- (f) balancing cash and tills at the end of shifts;
- (g) ensuring the TAB Agency (or other venue/site of work) is presented in a clean and tidy manner; and
- (h) all tasks ancillary or incidental to these duties.

#### **Agents Relief**

- 9.3. An Agents Relief conducts the business of the TAB Agency in the absence of the Agent.
- 9.4. Indicative duties of an Agents Relief include, but are not limited to:
- (a) all of the duties required of a payer/seller;
  - (b) opening and closing the Agency; and
  - (c) all tasks ancillary or incidental to these duties.

#### **10. WAGE RATES**

- 10.1. The ordinary hourly rates of pay set out in Table 1 of Schedule 2 to this Agreement shall apply to employees working in all classifications under this Agreement from the first full pay period following the date this Agreement is approved by FWA.
- 10.2. Junior employees will be paid at the following percentage of the Adult ordinary hourly rate of pay for the applicable age group as set out in Table 1 of Schedule 2:



<b>Age</b>	<b>% of the Adult rate of pay</b>
18 year olds	70
19 year olds	80
20 year olds	90

- 10.3. The base rate of pay payable to an employee under this Agreement will not be less than the base rate of pay that would otherwise be payable to the employee under the *General Retail Industry Award 2010* (“**Modern Award**”) if the Modern Award applied to the employee. However, nothing in this clause or Agreement is taken to incorporate the Modern Award or any part thereof into this Agreement.
- 10.4. Provided that, any over-award payments made to employees by an Employer under the terms of this Agreement may be absorbed in to any increase to base rates of pay required to be paid to employees by operation of the FW Act.
- 10.5. The wage rates set out in clause 10.1 shall be subject to the increases specified in Schedule 2 to this Agreement.
- 10.6. Allowances shall be subject to the increases provided for in clause 11.11 of this Agreement.
- 10.7. Employees performing work in the classification of Agents Relief will be provided with an allowance in accordance with clause 11.10, in addition to their ordinary hourly rate of pay as set out in this clause.

## **11. ALLOWANCES**

### **11.1. Meal allowance**

- (a) An employee required to work more than one hour of overtime after the employee’s ordinary time of ending work, without being given 24 hours’ prior notice, will be either provided with a meal or paid a meal allowance of \$15.71. Where such overtime work exceeds four hours a further meal allowance of \$14.22 will be paid.
- (b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.

### **11.2. Special clothing**

- (a) Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the special clothing will be supplied and/or paid for by the Employer.

- (b) Where an employee is required to launder any special uniform, dress or other clothing, the employee will be paid an allowance of \$1.25 per shift.

### **11.3. Excess travelling costs**

- (a) Where an employee is required by an Employer to move temporarily from one branch or Agency to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by the Employer.

### **11.4. Travelling time reimbursement**

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

- 11.5. The rate of pay for travelling time will be the ordinary time rate of pay for the day on which the travelling time occurs.

### **11.6. Transport allowances**

- (a) Where an Employer requests an employee to use their own motor vehicle in the performance of their duties such an employee will be paid an allowance of \$0.74 per kilometre.

### **11.7. Transport of employees reimbursement**

- (a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the Employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the Employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee.
- (b) Provided always that an employee may elect to provide their own transport.

#### 11.8. First aid allowance

- (a) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty they will be paid an extra of 1.3% of the ordinary time hourly rate for Monday to Friday, each week.

#### 11.9. Recall allowance

- (a) Unless otherwise agreed, an employee recalled to work for any reason before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.
- (b) The time worked will be calculated from the time the employee leaves home until the time they return home.

#### 11.10. Higher duties

- (a) Any employee who is required to act in a position as Agent's Relief for any period of not less than one hour shall be paid an amount equal to twelve and one half per cent (12.5%) of the ordinary time Monday to Friday hourly rate of pay.

#### 11.11. Adjustment of expense related allowances

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Sydney Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Special clothing	Clothing and footwear group
Transport allowance	Private motoring sub-group

### 12. SUPERANNUATION

- 12.1. An Employer will make such superannuation contributions for the benefit of an employee to a complying fund as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation in relation to that employee.

## 12.2. Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may authorise their employer in writing, to pay on behalf of the employee a specified amount from the employee's post-tax wages into the same superannuation fund as the Employer makes the contributions provided for in clause 12.1.
- (b) An employee may adjust the amount the employee has authorised their Employer to pay from the employee's wages from the first of the month, following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clause 12.2(a) or 12.2(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.2(a) or 12.2(b) was made.

12.3. Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause 12.1 to another superannuation fund that is chosen by the employee, the default fund under this Agreement will be Asset Super.

12.4. Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in clause 12.1 and pay the amount authorised under clauses 12.2(a) or 12.2(b) for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

- (a) the employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and
- (b) the employee remains employed by the Employer.

12.5. In this Agreement, **superannuation legislation** includes the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, as amended or in place from time to time.

## 13. TRAINING WAGE

13.1. Trainees may be employed for a maximum of 12 hours for on the job training. Such employees shall be paid not less than 80% of the applicable ordinary hourly rate prescribed in clause 10.

## 14. HOURS OF WORK

14.1. Ordinary hours may be worked with the following spread of hours:

Days	Spread of hours
Monday to Friday, inclusive	7.00 am-12.00 am
Saturday	7.00 am-12.00 am

14.2. Hours of work on any day will be continuous, except for rest pauses and meal breaks.

14.3. Maximum ordinary hours on a day

- (a) An employee may be rostered to work up to a maximum of nine ordinary hours on any day.

14.4. Maximum ordinary hours in a week

- (a) An employee will be rostered for a maximum of 38 hours per week, averaged over 4 weeks.

14.5. Rosters

- (a) A seven day roster shall be prepared and posted on the notice board by the Employer fourteen days in advance of its commencement.
- (b) The roster will show for each employee:
  - i. the number of ordinary hours to be worked each week;
  - ii. the days of the week on which work is to be performed; and
  - iii. the commencing and ceasing time of work for each day of the week.
- (c) The Employer will retain superseded notices for twelve months. The roster, will on request, be produced for inspection by an authorised person.
- (d) Due to unexpected operational requirements, an employee's roster for a given day may be changed by mutual agreement with the employee, prior to the employee arriving for work.

## 15. OVERTIME AND PENALTIES

### 15.1. Overtime

- (a) Subject to clause 15.3, hours worked in excess of the ordinary number of hours prescribed in clause 14 are to be paid at time and a half for the first three hours and double time thereafter.

### 15.2. Saturdays

- (a) All time worked on Saturdays shall be paid at the rates set out in Table 2 of Schedule 2 to this Agreement.

### 15.3. Sundays and Public Holidays

- (a) All time worked on Sundays and Public Holidays (as prescribed in the NES) shall be overtime and shall be paid at the rates set out in Table 2 of Schedule 2 to this Agreement.

## 16. BREAKS

### 16.1. Breaks during work periods

- (a) Breaks will be given as follows:

<b>Hours worked</b>	<b>Rest break</b>	<b>Meal break</b>
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but less than 5½ hours	One 10 minute rest break	No meal break
Work 5½ hours or more but less than 7 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes.
Work 7 hours or more but less than 10 hours	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of at least 30 minutes but not more than 60 minutes.
Work 10 hours or more	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	Two meal breaks each of at least 30 minutes but not more than 60 minutes.

- (b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.

- (c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. An employee cannot be required to take a rest break(s) combined with a meal break.
- (d) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.
- (e) Rest breaks are paid breaks and meal breaks are unpaid breaks.
- (f) The flexibility clause at clause 4 of this Agreement can be used to permit variations to this clause by agreement between an Employer and employees.
- (g) Where due to operational reasons an employee is unable to take a meal break, a payment equal to 30 minutes ordinary time (of the Monday to Friday rate) will be paid to the employee in lieu.

## **16.2. Breaks between work periods**

- (a) All employees will be granted a 12 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- (b) Where an employee recommences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
- (c) By agreement between an Employer and an employee or employees the period of 12 hours may be reduced to not less than 9 hours.

## **17. PERSONAL/CARER'S AND COMPASSIONATE LEAVE**

17.1. Personal/carer's leave and compassionate leave are provided for in the NES.

17.2. Casual employees may take unpaid carer's leave if the leave is taken to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.

17.3. An employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) A single continuous period of up to 2 days; or
- (b) Any separate periods to which the employee and his or her Employer agree.

## **18. PUBLIC HOLIDAYS**

18.1. Public holidays are provided for in the NES.

**19. COMMUNITY SERVICE LEAVE**

19.1. Community Service leave is provided for in the NES.

**20. PARENTAL LEAVE**

20.1. Parental leave is provided for in the NES.



**21. SIGNATORIES**

**On behalf of the employers named in  
Schedule 1 covered by the Agreement:**

**On behalf of the employees covered by the  
Agreement:**

\_\_\_\_\_  
Signature of employer representative

\_\_\_\_\_  
Signature of employee representative

\_\_\_\_\_  
Full name of employer representative

\_\_\_\_\_  
Full name of employee representative

\_\_\_\_\_  
Full address of the employer  
representative

\_\_\_\_\_  
Full address of the employee representative

\_\_\_\_\_  
/ /  
Date signed by employer representative

\_\_\_\_\_  
/ /  
Date signed by employee representative

\_\_\_\_\_  
Explanation of employer  
representative's authority to sign on  
behalf of employers named in Schedule  
1

\_\_\_\_\_  
Explanation of employee representative's  
authority to sign on behalf of employer

**SCHEDULE 1 - LIST OF EMPLOYERS COVERED BY THIS AGREEMENT**

**SCHEDULE 2 - WAGE AND PENALTY RATES**

**Table 1** (Agreement clause 10.1 and 15.2)

	<b>Adults</b>	<b>20 year olds</b>	<b>19 year olds</b>	<b>18 year olds</b>
Monday through Friday from commencement of the Agreement	\$21.54	\$19.39	\$17.23	\$15.08
From the first pay period on or after 1/7/2012	\$22.07	\$19.86	\$17.66	\$15.45
From the first pay period on or after 1/7/2013	\$22.62	\$20.36	\$18.10	\$15.83
From the first pay period on or after 1/7/2014	\$23.19	\$20.87	\$18.55	\$16.23

Schedule 2 - Table 2 (Agreement clause 15.3)

	Adults			20 year olds			19 year olds			18 year olds		
	Saturdays	Sundays	Public Holidays	Saturdays	Sundays	Public Holidays	Saturdays	Sundays	Public Holidays	Saturdays	Sundays	Public Holidays
From commencement of the Agreement	\$22.28	\$37.72	\$37.72	\$20.05	\$33.95	\$33.95	\$17.82	\$30.18	\$30.18	\$15.60	\$26.40	\$26.40
From the first pay period on or after 1/7/2012	\$22.38	\$38.66	\$38.66	\$20.14	\$34.79	\$34.79	\$17.90	\$30.93	\$30.93	\$15.67	\$27.06	\$27.06
From the first pay period on or after 1/7/2013	\$22.94	\$39.63	\$41.20	\$20.65	\$35.67	\$37.08	\$18.35	\$31.70	\$32.96	\$16.06	\$27.74	\$28.84
From the first pay period on or after 1/7/2014	\$23.51	\$40.62	\$45.30	\$21.16	\$36.56	\$40.77	\$18.81	\$32.50	\$36.24	\$16.46	\$28.43	\$31.71