

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/65

TITLE: **STC & AWU Enterprise Agreement 2004**

I.R.C. NO: IRC4/7065

DATE APPROVED/COMMENCEMENT: 14 December 2004 / 14 December 2004

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/137.

GAZETTAL REFERENCE: 25 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed by Sydney Turf Club at its locations at Rosheill, NSW and Canterbury NSW, who are engaged in the occupations of groundspersons, leading hands, foremen plant operators tuck/tanker drivers and employees who, but for the operation of this agreement, fall within the coverage of the Race Clubs Employees (State) Award.

PARTIES: Sydney Turf Club -&- The Australian Workers' Union, New South Wales

STC AND AWU ENTERPRISE AGREEMENT 2004

1. Arrangement

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2. Title of Agreement

2.1 The title of this agreement is the STC & AWU Enterprise Agreement 2004.

3. Parties and Coverage

- 3.1 The enterprise agreement is made in accordance with the provisions of Part 2 Chapter 2 of the *Industrial Relations Act, 1996* (NSW).
- 3.2 The parties to this agreement are Sydney Turf Club (the Club) and The Australian Workers Union, Greater New South Wales Branch (AWU).
- 3.3 The enterprise for which this agreement is made is the Sydney Turf Club.
- 3.4 The agreement shall apply to all current and future employees of Sydney Turf Club at its locations at Rosehill Gardens, NSW, and Canterbury Park, NSW, who are engaged in the occupations of groundspersons, leading hands, forepersons, plant operators, truck/tanker drivers and employees who, but for the operation of this agreement, would be covered by the Race Clubs & c., Employees (State) Award.
- 3.5 This agreement was not entered into under duress by any party to it.
- 3.6 The agreement shall regulate totally the terms and conditions of employment by replacing award coverage (the Race Clubs & c., Employees (State) Award) and any over award arrangements.

4. Operation and Duration

- 4.1 This Agreement shall operate from the date of approval and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions prescribed in the Industrial Relations Act, 1996 (NSW).
- 4.2 Employees covered by this Agreement at the date of approval will be paid the aggregate wages, overtime and allowances in accordance with Clause 9 and Schedules 1,2 & 3 from the beginning of the first pay period to commence on or after 1 November, 2004, or the date of employment, whichever is the later.

5. Conditions of Employment

- 5.1 Employees may be engaged on a full time, fixed term, part time or casual basis.
- 5.2 Full time employment
 - (a) Full time employees will be employed on a weekly basis. The first three months of employment shall be a probation period. Probationary employees will receive regular feedback during their probationary period and any deficiencies in their performance brought to their attention. Employees unable to satisfactorily meet all the job criteria during the probation period will have their employment terminated.
- 5.3 Fixed term employment
 - (a) A fixed term employee shall be employed for a particular task with a known or estimated completion date which will be advised at the time of engagement.
- 5.4 Part time employment
 - (a) A part time employee is a weekly employee who is employed to work less than the full hours of weekly employees.
 - (b) Part time employees shall receive the same entitlements as full time employees but on a pro-rata basis.
 - (c) Part time employees shall be paid per day at one-fifth of the weekly aggregate wages and may be required to work any of the rostered hours of full time employees.

- (d) Where required to work for less than a full day they shall be paid a proportion of a day's pay.

5.5 Casual employment

- (a) A casual employee shall be engaged by the hour and paid in accordance with Clause 9 of this Agreement.
- (b) Casual employees for each hour worked shall be paid the rates set out in Schedule 1 with a minimum of 3.5 hours.
- (c) Casual employees may be terminated by the giving or receiving of one hours notice by either party.
- (d) A casual employee engaged at a night racing meeting shall also receive the allowance set out in Clause 18.3.

6. Termination of Employment

- 6.1 The engagement of weekly employees shall only be terminated by a week's notice on either side, to be given at any time during the week, or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof.

7. Classification Structure

- 7.1 The following Classification Structure will take effect from the date this Agreement is approved:

Classification	Job Description
Groundsperson Level 1	An employee performing general maintenance work, labouring or cleaning as a general track and maintenance hand, gardener or track crossing attendant including, but not limited to, the operation of a Tractor (with or without attachments), Mower, Front End Loader, Forklift, and general herbicide spray operations.
Groundsperson Level 2	In addition to being capable and qualified to perform all the work in Level 1 the employee is qualified, and required by STC, to operate specialised mechanical equipment including, but not limited to, a Bobcat, Back Hoe or Boom Spray operations or is the holder of an Accredited Course Certificate and/or significant relevant job related experience.
Groundsperson Level 3	In addition to being capable and qualified to perform all the work in Levels 1 & 2 the employee will hold a relevant Trade Certificate and/or significant relevant job related experience and perform the duties of a Leading Hand.
Groundsperson Level 4	In addition to being capable and qualified to perform all the work in Levels 1,2 & 3, the employee performs the duties of a Foreman and acts as deputy to the Track Manager.

Classification	Job Description
Caretaker (shift)	
Truck/Tanker Driver	4.5 tonnes and above.

- 7.2 The Club will provide a schedule of "Accredited Course Certificates" for Groundsperson Level 2.
- 7.3 Trade Certificates required in Level 3 shall be relevant to the operations of the business and determined by the Club.
- 7.4 Progression to levels 2, 3 & 4 is determined by the Club and subject to the operational needs of the business. It is not automatic on gaining the necessary qualification.
- 7.5 The Club in accordance with clause 7.1 will classify existing employees. Employees will not receive a wage rate less than their current wage rate as a result of this reclassification process.
- 7.6 The wage rate for Groundsperson Level 3 includes an allowance for holding a "Trade Qualification". Existing employees reclassified at Levels 1 & 2 who are already in receipt of the "Trade Qualification Allowance" will continue to receive this allowance which will be incorporated into their annual aggregate wage. Subject to clause 7.5, existing employees reclassified at Level 3 who are already in receipt of the "Trade Qualification Allowance" will not continue to receive this allowance, but will receive the rate for Level 3.

8. Casual Barrier Attendants

- 8.1 Casual Barrier Attendants shall be employed pursuant to clause 5.5 of this Agreement;
- 8.2 The rates of pay for Casual Barrier Attendants are set out in schedule 1 of this Agreement;
- 8.3 The preparation of the roster and the allocation of employees shall be made by the STC to meet the needs of the fixture;
- 8.4 The STC, other than for a cancellation of a meeting, shall give at least 24 hours notice advising employees of their requirement to work at a race meeting;
- 8.5 Casual Barrier Attendants shall give at least 24 hours notice of their inability to work at a race meeting;
- 8.6 The minimum engagement for casual barrier attendants shall be 3.5 hours to be worked consecutively, with the exception of engagements at trials and jumpouts which shall be two hours;
- 8.7 When a postponement/cancellation is made prior to the day of the event employees shall not be paid for that day;
- 8.8 In the case of a race meeting postponed on the day of the meeting, if notice of postponement/cancellation of the meeting is broadcast on radio or published in the press at least two hours prior to the employee's scheduled starting time, the employee shall not be paid;
- 8.9 Except where notice is given in accordance with 8.8 above, if the employee attends work but the meeting is postponed or cancelled prior to the employee's starting time, the employee shall be paid for 2.5 hours.

9. Wages and Allowances

- 9.1 Employees will be paid the weekly equivalent of an annual aggregate wage set out in Schedule 1 which compensates for and includes: -

ordinary hours

rostered overtime

penalties for Saturday work

over-award payments

service increment
industry allowance
power mower etc. allowance
tractor allowance
pesticide, weedicide allowance.
EFT pay allowance
caretaker's shift allowance
track crossing attendants shift allowance
clothing allowance

9.2 The following allowances and payments are not included in the aggregate wage and will be paid separately as prescribed in Schedule 2: -

horse handling allowance
first aid allowance
mixed functions payments
travel allowance
annual leave loading.

9.3 The weekly rate shall be calculated by dividing the annual rate by 52. The daily rate shall be calculated by dividing the weekly rate by 5. The hourly rate shall be calculated by dividing the daily rate by 8. Such calculations shall be made to the nearest ten cents.

9.4 The aggregate wages, allowances and overtime which applied from 1 November 2003 will be increased as follows. The new aggregate wages - weekly equivalent, allowances and overtime appear in Schedules 1,2 & 3:

first pay period to begin on or after 1 November 2004	4.0%
first pay period to begin on or after 1 November 2005	3.5%
first pay period to begin on or after 1 November 2006	3.5%

10. Payment of Wages

10.1 Wages shall be paid fortnightly by electronic funds transfer on a fixed day not later than Friday of each fortnight.

10.2 When an employee's wages are not in the relevant employee's nominated account on the designated pay day the employer, if required to do so by the employee, shall provide the employee's wages to the employee in cash by conclusion of the next day's shift and in any case no later than Friday.

10.3 The Club will meet the cost of any penalty payments imposed on the employee by a banking institution as a result of payment of ordinary hours wages (excluding overtime) being late due to an error by the Club.

11. No Extra Claims

- 11.1 There shall be no wage increases sought or granted during the period of this Agreement over and above those prescribed in Schedules 1 to 3.
- 11.2 This agreement is intended to be exhaustive of the terms and conditions of the employment relationship and the AWU agrees not to engage in industrial action, during the nominal term of this agreement, for the purpose of supporting or advancing claims against the Club in respect of the employment of employees whose employment is subject to this agreement.

12. Hours of Work and Rosters

- 12.1 The ordinary hours of work are an average of 38 per week over a 52-week period.
- 12.2 All weekly employees will be rostered for 5 days of 8 hours in each week. This includes 38 ordinary hours and 2 rostered overtime hours each week, payment for which is included in the aggregate wage.
- 12.3 Employees (other than caretakers) will be rostered for 8 hours duty per day on 5 days per week within the following span:

Wednesday	6:00 am to 6:30 pm
Thursday	6:00 am to 6:30 pm
Friday	6:00 am to 6:30 pm
Saturday	6:00 am to 6:30 pm
Monday	6:00 am to 6:30 pm
Tuesday	6:00 am to 6:30 pm

- 12.3.1 On those days when a "twilight" meeting is held the normal span of hours referred to in clause 12.3 shall be 6:00 am to 7:30 pm.
- 12.3.2 If there is a significant increase in twilight racing dates the matter will be subject to further negotiation between the parties to this agreement.

- 12.4 Caretakers will be rostered as follows:

Wednesday	3.00pm to 12.00 midnight
Thursday	3.00pm to 12.00 midnight
Friday	3.00pm to 12.00 midnight
Saturday	3.00pm to 12.00 midnight
Monday	3.00pm to 12.00 midnight
Tuesday	3.00pm to 12.00 midnight

- 12.5 Track crossing attendants may be required to commence work at 4.00am or later.
- 12.6 The roster will provide on average for two consecutive days off per week to fall on either Saturday and Sunday, or Sunday and Monday.
- 12.7 Where starting times are staggered, there shall be at least one hour between such times.
- 12.8 The rostered hours shall include an unpaid 30-minute meal break and, on race days, an unpaid break of one hour.
- 12.9 By agreement between the Club and an individual employee, the starting and finishing times set out in 12.3 may be varied provided that the daily limitation of hours worked, prescribed in 12.2, is not exceeded.

- 12.10 An employee may apply to the Track Manager to vary the normal starting and finishing times, on a short or long term basis, in order to meet family commitments. Approval is not automatic but will be subject to the operational needs of the business.
- 12.11 Subject to clause 12.9, time worked outside of the roster shall be paid as overtime.
- 12.12 Rosters will only be changed by 14 days' notice, or mutual agreement between the Club and the employee affected.

13. Sundays

- 13.1 Work on raceday Sundays and non-raceday Sundays will be paid at the separate rates shown in Schedule 3.
- 13.2 Employees directed to report for work on a Sunday and not being required shall be paid a minimum of four hours at overtime rates.

14 Rest Pause

- 14.1 A rest pause of 10 minutes' duration, to be counted as time worked, shall be allowed for each employee during the morning of each day at a time to be arranged by the employer.

15. Overtime and Meal Allowance

- 15.1 Except as otherwise provided, all work outside of the hours provided by Clause 12, "Hours of Work and Rosters" shall be overtime and paid for at the rate set out in Schedule 3.
- 15.2 Should the overtime rate prescribed in Schedule 3 be less than an employee's ordinary hourly rate, the employee shall be paid at their ordinary hourly rate for all overtime hours worked.
- 15.3 An employee required to work overtime in excess of one hour outside rostered hours without being notified the day before of a requirement to work overtime, shall either be provided with a meal by the employer or paid the sum set out in Schedule 2 and the same amount for each subsequent meal.

16. Mixed Functions

- 16.1 An employee who, at Management's direction, performs work for a minimum of eight hours for which a higher rate of wage is prescribed, shall be paid the higher rate for the whole day and for the period of continuous work in excess of eight hours rounded up to the nearest hour.
- 16.2 An employee, who is required to perform work for which a lower rate of wage applies than that prescribed for the employee's ordinary classification, shall suffer no reduction in pay in consequence thereof.

17. Recall to Work

- 17.1 An employee recalled from his home to work overtime, after having left the premises of the employer, shall be paid a minimum of four hours at overtime rates.

18. Night Racing

Monday to Friday Night: -

- 18.1 Employees who are required to work on a night meeting will not be rostered for their ordinary hours, during the day, as set out in Clause 12.
- 18.2 Employees working at a night meeting will be rostered for six (6) hours work (inclusive of a 30-minute meal break) on the night of the meeting.

- 18.3 The six-hour period will be worked without any deduction in pay. Employees shall also receive a night racing allowance, for each meeting as set out in Schedule 2.
- 18.4 Employees will resume work at their normal starting time the next day.
- 18.5 Where possible, the employees rostered for work at a night meeting will be drawn from employees at Canterbury Park and Rosehill Gardens who have expressed a willingness to work night meetings.
- 18.6 Employees will be alternated, where possible, to work during the day or at a night meeting. People working at a night meeting will do so provided they are appropriately skilled and experienced to carry out the work required in all positions necessary to conduct a race meeting. In some circumstances casual employees may be engaged to work during the day.
- 18.7 Night meetings will be staffed in a similar manner to Canterbury Park mid week day meetings including the employment of some casual labour. All employees engaged for a Night Racing Roster including casuals will be paid the Night Racing Allowance.
- 18.8 Where a Rosehill Gardens based employee is rostered to work a night meeting at Canterbury (and, therefore, does not work his/her ordinary hours at Rosehill that day) such employee will not be eligible for the Travel Allowance set out in Schedule 2.

Saturday Night: -

- 18.9 The provisions outlined in 18.1 to 18.8 above shall apply. In addition, a 15% loading on the hourly rate and the Night Racing Allowance shall apply for night race meetings held on a Saturday.

19. Public Holidays & Union Picnic Day

- 19.1 The days on which New Year's day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and any other days which may be proclaimed as public holidays for the State of NSW shall be holidays and no deduction in respect of such holidays shall be made from the wages due to an employee for the week in which such holiday or holidays occur.
- 19.2 An employee required to work on a public holiday shall be paid at the rate set out in Schedule 3.
- 19.3 The entitlement to a "Union Picnic Day" shall be replaced by an increase of one (1) day in Annual Leave entitlements from twenty (20) to twenty one (21) days per annum. Subject to application by an employee, and approval by management, an employee shall be entitled to take one (1) day annual leave, in lieu of "Union Picnic Day", on any day during the year. Leave loading shall be payable on this additional day.

20. Annual Leave

- 20.1 See *Annual Holidays Act, 1944* (NSW).
- 20.2 Subject to operating requirements, and prior approval by the Club, an employee may take annual leave accrued on a pro rata basis in the first twelve (12) months of employment.

21. Annual Leave Loading

- 21.1 In this clause the *Annual Holidays Act 1944* (NSW), is referred to as the Act.
- 21.2 An employee shall be entitled to annual leave loading (loading) after completion of twelve (12) months continuous service. Following the initial twelve (12) month period, loading accrues and is payable on a pro rata basis.
- 21.3 The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act.

- 21.4 The loading is the amount payable for the period of annual holiday or the separate period, as the case may be, at the rate per week of 17.5 per cent of the weekly equivalent of the aggregate wage for the classification in which the employee was employed immediately before commencing his or her annual holiday.
- 21.5 If an employee applies for pay in advance for annual holidays, he or she shall receive the loading payable for the period of annual holidays as a lump sum, together with the payment for annual holidays, in advance on the payday preceding the commencement of annual holidays.
- 21.6 Where an employee does not apply for pay in advance for annual holidays, the loading payable for the period of annual holidays will be paid as a lump sum in the first normal fortnightly pay following commencement of annual holidays
- 21.7 When the employment of an employee is terminated by the employee, or his or her employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause 21.4 for the period not taken.
- 21.8 Except as provided by subclause 21.7, no loading is payable on the termination of an employee's employment.

22. Sick Leave

- 22.1 The parties recognise the impact on efficiency and costs associated with absenteeism and agree that a strategy to reduce absenteeism and improve the health and wellbeing of employees is required.
- 22.2 Subject to the medical certificate requirements prescribed in clause 22.3, an employee shall be entitled to up to a maximum of fifteen (15) days sick leave on full pay per year of service. Such untaken sick leave shall be cumulative up to a maximum of 180 days accumulated sick leave. Accumulated sick leave is not available to be "cashed in" during or at the completion of the employee's employment.
- 22.3 Medical certificates from a registered medical practitioner shall be required in the following circumstances:
- 22.3.1 an absence in excess of one (1) day;
- 22.3.2 an absence taken after four (4) single day absences have occurred in a twelve (12) month period (supported or unsupported);
- 22.3.3 an absence falling on either side of a public holiday;
- 22.3.4 an absence falling at either end of a period of annual leave or long service leave;
- 22.3.5 where an employee's sick leave record has resulted in special arrangements for providing medical certificates. For example, regular absences taken on the same day of the week or same time of the month;
- 22.3.6 If a medical certificate is not provided in these circumstances the absence will be debited as unpaid leave or annual leave.
- 22.4 A medical certificate certifying fitness for duty will be required where an employee returns to work from a significant injury.
- 22.5 Where there is a genuine illness or injury, the Club will provide access to rehabilitation providers and/or medical providers to facilitate a timely return to work. Acceptance of such assistance shall be voluntary and treated in the strictest confidence by all parties.

23. Long Service Leave

23.1. See *Long Service Leave Act 1955* (NSW).

24. Maternity, Paternity and Adoption Leave

24.1 See Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW).

25. Personal /Carers Leave

25.1 Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person as set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purpose of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer 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. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

25.2 Unpaid Leave for Family Purpose -

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph (ii) of paragraph (c) of subclause (1) of this clause, who is ill.

25.3 Annual Leave -

- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

25.4 Time Off in Lieu of Payment for Overtime -

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with this Agreement.

25.5 Make-up Time -

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

26. Bereavement Leave

- 26.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 26.3 below.
- 26.2 The employee must notify the Club as soon as practicable of the intention to take bereavement leave and if required will provide, to the satisfaction of the Club, proof of death.
- 26.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carers Leave in clause 25 provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 26.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- 26.5 Bereavement leave may be taken in conjunction with other leave available under sub clauses 25 (1), (2), (3), (4), (5) & (6) of this Agreement. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

27. Jury Service

- 27.1 An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the wage he/she would have received in respect of the time he/she would have worked had he/she not been on jury service.
- 27.2 An employee shall notify the employer as soon as practicable of the date upon which he or she is required to attend for jury service, and shall provide the employer with proof of his or her attendance, the duration of such attendance and the amount received in respect thereof.

28. First Aid

- 28.1 A first-aid kit shall be provided by the employer at Rosehill Gardens and Canterbury Park.
- 28.2 An employee who has been appointed by the employer to perform first aid duties and is the holder of a current St. Johns First Aid Certificate shall be paid the allowance set out in Schedule 2.

29. Working in the Rain

- 29.1 All employees called upon to work in the rain shall be supplied by the employer, free of charge, with protective clothing as provided by Clause 40.

30. Change and Meal Room

- 30.1 The employer shall provide free of charge at Rosehill Gardens and Canterbury Park a change and meal room furnished with lockers, tables and seats for use by employees. Such room shall be used exclusively as a change and meal room. Boiling water shall be provided, free of charge, and shall be available to employees at the commencement of meal breaks.

31. Tools

- 31.1 All tools required by employees shall be provided by the employer.

32. Sanitary Accommodation

- 32.1 The employer shall provide suitable sanitary conveniences on the job and have same maintained in a clean condition.

33. Alcohol & Drugs

- 33.1 No employee will be allowed to enter or work in the workplace if the employee is under the influence of alcohol or any other substance which impairs the person's work performance or creates an unsafe work environment.
- 33.2 Drinking while on duty, including during authorized breaks, is prohibited.

34. Dispute Resolution Procedure

- 34.1 The aim of this procedure is to ensure that, during the term of the agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. At any time during the procedure an employee may elect to be represented by an official of their union. During the life of the agreement there shall be no disruption to or cessation of normal work other than in relation to bona fide safety issues. In the event of a safety issue the grievance procedure shall be followed.

34.2 Where a dispute or grievance arises, or is considered likely to occur, the steps below are to be followed. In order to permit a peaceful resolution of grievances the status quo shall remain and work shall continue as normal while the procedure is being followed (status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute).

Step 1

The matter is discussed between the employee(s), the union delegate if the employee so wishes and the immediate supervisor involved. If the matter remains unresolved then;

Step 2

The matter is discussed between the employee, the union delegate if the employee so wishes, the supervisor and the Track Manager. If the matter remains unresolved then;

Step 3

The matter is discussed between the employee, the union delegate and/or union official if the employee so wishes, the Track Manager, the GM - Racecourses and the GM - Employee Relations. If the matter remains unresolved;

Step 4

The matter is discussed between senior representatives of the Club and the AWU, if the employee is represented by the union. The parties agree to exhaust the processes of conciliation before considering step 5. It is also agreed that the parties will not deliberately frustrate or delay the proceedings.

Step 5

The matter may be referred by either party to the Industrial Relations Commission of NSW in order for the Commission to exercise its functions under the *Industrial Relations Act 1996* (NSW).

35. Performance Management

35.1 At least once each year, and more regularly if required, each employee shall participate in a performance development review with his or her manager. The process shall review, evaluate and improve work performance consistent with organisational goals and objectives by developing individual employees through constructive feedback, recognition, training opportunities and career guidance.

35.2 The review process shall be documented to ensure follow up action is undertaken.

36. Productivity, Efficiency and Flexibility

36.1 The parties have agreed that the fundamental basis in which annual aggregate wages under this enterprise agreement are established is that improvements in productivity efficiency and flexibility will enable the regular work to be performed within the rostered hours. It is acknowledged that the nature of some work will require it to continue to be performed outside of rostered hours.

36.2 To achieve such gains the parties have agreed to the measures outlined in this clause.

36.3 Labour Flexibility - For the purpose of increasing productivity and flexibility as well as enhancing opportunities for employees.

(a) Employees shall perform all work and operate all equipment within the classification in which they are employed and those of lower classifications.

(b) Employees shall perform work which is incidental or peripheral to the duties of their classification, including the operation and routine maintenance of mechanical equipment.

- (c) Employees shall not impose demarcation barriers on the tasks they are to perform, provided such tasks are within the skills and competence of the employee concerned.
 - (d) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned by the employer.
- 36.4 The parties are committed to training to maintain and develop an appropriately skilled and flexible workforce and to provide opportunity for career development consistent with the needs of the Club. To this end the Consultative Committee will consider and make recommendations to the Club and the employees on training matters.
- 36.5 It is further agreed that employees and management will co-operate in introducing other changes aimed to secure the agreed basis set out in Clause 36.1
- 36.6 The Consultative Committee will review work practices and recommend changes with a view to improving efficiency and productivity.

37. Consultative Committees

- 37.1 A Consultative Committee will be established to cover Rosehill Gardens and Canterbury Park to consider: -
- Implementation of the Enterprise Agreement;
 - Establishment of skill related career paths;
 - Training and multi-skilling arrangements;
 - Review of work practices and arrangements with a view to improving efficiency and productivity;
 - Clause 22 (Sick Leave) and clause 39 (OH&S and Worker's Compensation);
 - Clause 45 (Leave Reserved).
- 37.2 The Committee will comprise two representatives of employees and two representatives of management from each racecourse with power to co-opt additional members as the need arises for particular meetings.
- 37.3 The minutes of Consultative Committee meetings will be circulated to all local employees covered by this Agreement or displayed on the noticeboard.

38. Anti-Discrimination

- 38.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 38.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 38.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 38.4 Nothing in this clause is taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under s56 of the *Anti-Discrimination Act 1977* (NSW);
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

38.5 The Club has comprehensive policies on equity, anti discrimination and harassment prevention including procedures for dealing with the application of those policies.

NOTE

(1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(2) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:

"Nothing in this Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

39. Occupational Health & Safety(OH&S) & Workers Compensation

39.1 The parties recognise that an effective health & safety program provides significant benefits in both human and economic terms.

39.2 Club management is committed to the continuous monitoring and upgrading of its OH&S program. The Club shall where appropriate:

- (a) Take all reasonable and practicable action to achieve and maintain a performance level which safeguards the health and safety of all employees in accordance with relevant OH&S legislation;
- (b) Provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control.

39.3 All employees are to be involved in safety matters and contribute to the reduction of hazards. Employees are to work jointly with management to:

- (a) identify and reduce the risk associated with all types of work related events that may result in illness or injury;
- (b) identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health;
- (c) promote the good health and welfare of employees;
- (d) report any perceived hazard to the immediate supervisor;
- (e) report any work related injury to the immediate supervisor;
- (f) wear at all times any safety clothing, footwear or equipment issued and specified for the job.

39.4 The parties agree to cooperate in the development and implementation of strategies and actions that will 1)improve safety and health and reduce the incidence of work related injury or illness; and 2) improve the process of workplace rehabilitation and workers compensation management to reduce the time lost through injury.

40. Protective Clothing and Safety Equipment

- 40.1 The Club will supply all weekly employees with protective clothing items.
- 40.2 The following will be provided:
- Wet weather coats and pants, rain hat, gumboots and dairy boots when called upon to work in the rain.
 - Steel capped safety boots.
 - Gloves
 - Face masks, hoods and disposable overalls as and when required.
 - Earmuffs, safety glasses and goggles.
 - Sunhats approved by the NSW Cancer Council.
 - Sunscreen.
 - Safety Sunglasses
 - Skullcaps (where applicable).
 - Caretakers will be issued with a uniform for the purpose of identification.
- 40.3 A register of all items issued will be kept and each employee will be required to sign for each issue including replacement issues.
- 40.4 It is the duty of each employee to ensure that the appropriate protective clothing is used at all times and that such clothing is maintained in a clean and acceptable condition.
- 40.5 Safety clothing is provided for use at work only and must not be used or worn for any other purposes.
- 40.6 New employees will be issued with the appropriate gear on commencement. An issue of protective clothing will generally occur twice a year at times determined by the Track Manager.
- 40.7 Other gear will be replaced on an "as-needs" basis at the discretion of the Track Manager. Where clothing or equipment becomes unwearable it will be replaced in exchange for the ruined item.

41. Contractors

- 41.1 No employee will be required to work under the control of a contractor unless he or she agrees to do so.

42. Travel Between Racecourses

- 42.1 In most instances a Club vehicle will be provided to transport employees between racecourses. However, on those occasions where a Club vehicle is not available a travel allowance, as prescribed by Schedule 2, will be paid.

43. Redundancy

- 43.1 This clause shall apply to all full-time and part-time employees with more than one year's service.
- 43.2 This clause shall not apply where employment is terminated as a consequence of conduct that justifies dismissal.
- 43.3 This Clause Shall Not Apply to a "Transferred Employee" as Defined By Section 101(1) of the *Industrial Relations Act 1996* (NSW).

43.4 Club's duty to notify and discuss change:

43.4.1 Where the Club has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Club shall notify the employees who may be affected by the proposed changes and the AWU;

43.4.2 The Club shall discuss with the employees affected and the AWU, inter alia, the introduction of the changes referred to in sub clause 43.4.1, the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by the employees and/or the AWU in relation to the changes.

43.5 As a result of the changes referred to in sub clause 43.4, should the Club decide to make redundant a certain position or positions the Club will, in the first instance, determine whether the affected employee(s) can be redeployed to an alternative suitable position elsewhere within the Club. If an alternative suitable position does not exist, or it is not practicable for an affected employee(s) to be redeployed, the following steps will be taken to determine which employee(s) is retrenched:

43.5.1 The Club will assess all employees in the area in which redundancies will occur against a common set of criteria;

43.5.2 The Club will determine what level of skill, knowledge and experience is necessary for future needs and retrenchments will involve those employees who do not have the skills, knowledge and/or experience required at that level;

43.5.3 If employees are rated equally, the Club will give preference to affected employees who volunteer to take redundancy. If an equally rated employee does not volunteer, the final decision on which employee is retrenched rests with the Club.

43.6 Where the employment of an employee is terminated for reasons of redundancy, the Club shall give the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week pay
1 year and less than 3 years	2 weeks pay
3 years and less than 5 years	3 weeks pay
5 years and over	4 weeks pay

43.6.1 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice;

43.6.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof;

43.6.3 During the period of notice of termination an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks (i.e. 5 days maximum), for the purpose of seeking other employment;

43.6.4 Subject to operational requirements, and approval by the Club, an employee shall be entitled to leave the Club's employment during the period of notice with no loss of notice or severance pay entitlements.

43.7 The Club shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or type of work performed by the employee.

- 43.8 Where an employee is transferred to lower paid duties the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Club may make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.
- 43.9 In addition to the period of notice prescribed by clause 43.6, an employee terminated for reasons of redundancy shall be entitled to severance pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and less than 7 years	16 weeks pay
Each year after 7 years	An additional 2 weeks pay up to a maximum of 26 weeks pay

43.9.1 Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and less than 7 years	20 weeks pay
Each year after 7 years	An additional 2 weeks pay up to a maximum of 30 weeks pay.

- 43.10 "Weeks pay" shall mean the "Aggregate Wage - Weekly Equivalent" prescribed in Schedule 1 of this agreement.

44. Meals on Raceday

- 44.1 On racedays only, the Club will provide a reasonable meal to those employees who are rostered to perform "raceday duties". The Club will determine the composition of the meal and the time and place(s) in which it is consumed.

45. Leave Reserved

- 45.1 During the life of this agreement, the Consultative Committee will attempt to identify quantifiable productivity improvements that can generate additional remuneration to employees by way of "one off" payments.

Such productivity improvements will require the approval of management before implementation and can include but will not be limited to:

Material usage and costs;
 Equipment and vehicle damage and repairs;
 Improved cultural practices;
 Work practices;
 Environmental costs.

45.2 The Consultative Committee will also consider, and make recommendations to management for approval, on how the one off payments for identified productivity improvements can be distributed to employees and the timing of any such payment(s).

46. Renegotiation

46.1 The parties agree to commence negotiations for a new enterprise agreement not less than six (6) months prior to the expiration of this agreement.

SCHEDULE 1

WAGES - FULL TIME AND CASUAL EMPLOYEES

1.1 The annual aggregate wage compensates for ordinary hours, rostered overtime, penalties for Saturday work, over-award payments, service increment, industry allowance, power mower etc, allowance, tractor allowance, pesticide and weedicide allowance, caretakers shift allowance, track crossing attendants shift allowance, clothing allowance and EFT pay allowance.

1.2 The weekly equivalent of the annual aggregate wage payable to adults shall be:

Classification	Aggregate Wage - Weekly Equivalent			
	Current	1/11/04	1/11/05	1/11/06
Groundsperson Level 1	\$808.55	\$840.90	\$870.30	\$900.80
Groundsperson Level 2	\$830.36	\$863.60	\$893.80	\$925.10
Groundsperson Level 3	\$860.09	\$894.50	\$925.80	\$958.20
Groundsperson Level 4	See Note 2	See Note 2	See Note 2	See Note 2
Caretaker (shift)	\$903.53	\$939.70	\$972.60	\$1006.60
Truck/Tanker Driver	\$923.00	\$959.90	\$993.50	\$1028.30

Note 1: The formula for calculating the "Aggregate Wage - Weekly Equivalent" is set out in the STC & AWU Enterprise Agreement 2001.

Note 2: The wage rate for Level 4 will be agreed to between the Club and the employee, however, it will be not less than Level 3.

1.3 Juniors

Junior employees shall be paid an annual Aggregate Wage - Weekly Equivalent which is the following percentage of the wage rate applying to an adult Groundsperson Level 1: -

At 18 years and under	60%
At 19 years and under 20 years of age	80%
At 20 years and under 21 years of age	100%

Provided that an employee 18 years of age and over who has completed one year's service with the Sydney Turf Club will be paid the adult rate.

1.4 Apprentices

1.4.1 The wage rate for apprentices will be the following percentage of the annual Aggregate Wage - Weekly Equivalent for an adult Groundsperson Level 1.

1st year	58.5%
2nd year	58.5%
3rd year	68.5%
4th year	78%

1.4.2 Subject to attendance at TAFE, apprentices will be rostered to work the same hours as other employees.

1.5 The per hour rate of pay for casual employees shall be:

Classification	Current	1/11/04	1/11/05	1/11/06
Groundsperson Level 1	\$24.90	\$25.90	\$26.80	\$27.70
Groundsperson Level 2	\$25.59	\$26.60	\$27.50	\$28.50
Groundsperson Level 3	\$26.51	\$27.60	\$28.60	\$29.60
Groundsperson Level 4	See Note 2	See Note 2	See Note 2	See Note 2
Caretaker (shift)	\$27.87	\$29.00	\$30.00	\$31.00
Truck/Tanker Driver	\$28.48	\$29.60	\$30.70	\$31.70

Note 1: The formula for calculating the casual rate of pay is set out in the STC & AWU Enterprise Agreement 2001. The rates include a loading to compensate for the casual nature of employment and leave entitlements as prescribed in Note 3 below.

Note 2: The rate for Level 4 will be agreed to between the Club and the employee, however, it will be not less than Level 3.

Note 3: The rates of pay contained in the above schedule have been loaded to compensate employees for entitlements arising from legislation applying in the State of New South Wales at the time of making this agreement in relation to annual leave and long service leave.

1.6 The per hour rate of pay for Casual Barrier Attendants shall be:

	Current	1/11/04	1/11/05	1/11/06
Mon - Sat	\$24.90	\$25.90	\$26.80	\$27.70
Sunday & PH	\$40.83	\$42.50	\$44.00	\$45.50

SCHEDULE 2

ALLOWANCES - FULL TIME EMPLOYEES

2.1 Horse Handling Allowance

Employees required to handle horses shall be paid the allowance set out below per day or part thereof.

Current	1/11/04	1/11/05	1/11/06
\$14.17	\$16.00	\$16.60	\$17.20

2.2 Night Racing Allowance

Employees required to work at a night race meeting shall be paid the allowance set out below per meeting or part thereof.

Current	1/11/04	1/11/05	1/11/06
\$60.85	\$63.30	\$65.50	\$67.80

2.3 First Aid Allowance

Qualified employees appointed as first aid attendants by the employer shall be paid a flat non-compoundable allowance per week as set out below.

Current	1/11/04	1/11/05	1/11/06
\$15.07	\$15.70	\$16.30	\$16.90

2.4 Travel Allowance

Where an employee is required to use his or her own vehicle to travel between racecourses during working hours a payment as set out below will be made.

Current	From 1/11/04
\$3.94	\$0.50 c per kilometre

2.5 Meal Allowance

Subject to the provisions of Clause 14.3 an allowance per meal as set out below.

Current	1/11/04	1/11/05	1/11/06
\$7.09	\$7.40	\$7.70	\$8.00

SCHEDULE 3

OVERTIME, SUNDAYS & PUBLIC HOLIDAYS - FULL TIME EMPLOYEES

3.1 Overtime

Overtime worked outside of rostered hours will be paid at the rate per hour as set out below.

Current	1/11/04	1/11/05	1/11/06
\$22.39	\$23.30	\$24.10	\$24.90

3.2 Non-Raceday Sundays

Overtime worked on non-raceday Sundays will be paid at the rate per hour as set out below.

Current	1/11/04	1/11/05	1/11/06
\$22.39	\$23.30	\$24.10	\$24.90

3.3 Raceday Sundays

Work on Sunday race days will be paid at the rate per hour as set out below.

Current	1/11/04	1/11/05	1/11/06
\$34.42	\$35.80	\$37.00	\$38.30

3.4 Public Holidays

Work on a public holiday will be paid at the rate per hour as set out below with a minimum payment for 4 hours plus a day off in lieu to be taken at a time mutually agreed.

Current	1/11/04	1/11/05	1/11/06
\$22.39	\$23.30	\$24.10	\$24.90

Signed: In the presence of:

Secretary/Chief Executive For And On Behalf Of The Sydney Turf Club

Date

Signed: In the presence of:

Secretary For And On Behalf Of The Australian Workers Union, New South Wales Branch

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DATE