

ENTERPRISE AGREEMENT

NO: E.A. 419 /1995

DATE REGISTERED: 11-12-95

PRICE: \$ 32-00

STC MAINTENANCE EMPLOYEES ENTERPRISE AGREEMENT, 1995

This MEMORANDUM OF AGREEMENT is made between the SYDNEY TURF CLUB and its maintenance employees pursuant to the provisions of Part 3, Division 2, of the Industrial Relations Act, 1991.

1. TITLE

1.1 This agreement shall be known as the STC Maintenance Employees Enterprise Agreement, 1995

2. ARRANGEMENT

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Schedule 1	Aggregate Wages Overtime and Allowances
Schedule 2	Changes to Work Organisation

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3. PARTIES & COVERAGE

- 3.1 The enterprise for which this agreement is made is the Sydney Turf Club.
- 3.2 The parties to this agreement are the Sydney Turf Club and those employees who have signed the agreement. Such employees represent not less than 65% of the individuals employed by the Sydney Turf Club in the trades and occupations covered by this agreement.
- 3.3 The agreement shall apply to all current and future employees of the Sydney Turf Club at its locations at Rosehill, NSW, and Canterbury, NSW, who are engaged in the trades and occupations of carpenter, electrician, painter, signwriter, mechanic and workshop co-ordinator.
- 3.4 The parties declare that this enterprise agreement was not entered into under duress by any party to it.
- 3.5 The provisions of this agreement shall replace award coverage and over-award arrangements.

4. OPERATION & DURATION

- 4.1 This Agreement shall have effect from the date it is registered under the Industrial Relations Act 1991.
- 4.2 The hours of work, rosters and aggregate wages will be introduced when the agreement comes into effect.
- 4.3 Employees covered by this agreement at the date of registration will be paid a 6% wage increase from the beginning of the first pay period to commence on or after 1 July, 1995, or the date of employment, whichever is the later. From the date of registration of the agreement the rates set out in Schedule 1 will become payable.
- 4.4 It shall remain in force for a period of eighteen months.

5. HOURS OF WORK AND ROSTERS

- 5.1 The ordinary hours of work are an average of 38 per week over a 52 week period.
- 5.2 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.
- 5.3 An employee will be placed on either the Weekday Roster or the Raceday Roster.
- 5.4. Employees on the Weekday Roster will be rostered to work between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday, inclusive.
- 5.5.1 Employees on the Raceday Roster will be rostered for 8 hours duty per day on 5 days per week within the following span:

A. H. G. Kelly B.

Wednesday - 7.30 am to 6.00 pm
Thursday - 7.30 am to 6.00 pm
Friday - 6.00 am to 6.00 pm
Saturday - 7.30 am to 6.30 pm
Monday - 7.30 am to 6.00 pm
Tuesday - 7.30 am to 6.00 pm

- 5.5.2 Provided that on a raceday electricians may be rostered for 8 hours between 7.30 a.m. and 9.00 p.m.
- 5.5.3 The Raceday Roster will provide on average for two consecutive days off per week to fall on either Saturday and Sunday, or Sunday and Monday.
- 5.6 Where starting times are staggered, there shall be at least one hour between such times.
- 5.7 The rostered hours shall include an unpaid 30 minute meal break and, on race days, an unpaid break of a minimum of one hour.
- 5.8 By agreement between the club and an individual employee, the starting and finishing times may be varied provided that the daily limitation is not exceeded.
- 5.9 Time worked outside of the roster shall be paid as overtime.
- 5.10 Rosters will only be changed by 14 days' notice, or mutual agreement between the club and the employees affected.

6. AGGREGATE WAGES

- 6.1 Employees will be paid the weekly equivalent of an annual aggregate wage which compensates for and includes:
- . ordinary hours
 - . rostered overtime
 - . penalties for Saturday work
 - . over-award payments
 - . service increment
 - . industry allowance
 - . tool allowance
 - . licence allowance
 - . penalty for electricians late finish on racedays.
- 6.2 The following allowances and payments are not included in the aggregate wage and will be paid separately:
- . special rates
 - . clothing allowance
 - . first aid allowance
 - . annual leave loading.
- 6.3 The clothing allowance will continue to be shown separately on Group Certificates.

- 6.4 The aggregate wages and allowances payable under this agreement are set out in Schedule 1.
- 6.5.1 The weekly rate shall be calculated by dividing the annual rate by 52.
- 6.5.2 The daily rate shall be calculated by dividing the weekly rate by 5.
- 6.5.3 The hourly rate shall be calculated by dividing the daily rate by 8.
- 6.5.4 Such calculations shall be made to the nearest ten cents.
- 6.6 From the beginning of the first pay period to commence on or after 1 March, 1996, the aggregate wages and allowances set out in Schedule 1 shall be increased by 2.5%.

7. PART TIME EMPLOYEES

- 7.1 A part time employee is a weekly employee who is employed to work less than the full hours of weekly employees.
- 7.2 A part time employee shall be engaged for a minimum of four hours for each engagement.
- 7.3 Part time employees shall receive the same entitlements as full time employees but on a pro-rata basis.
- 7.4.1 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.
- 7.4.2 Where required to work for less than a full day they shall be paid a proportion of a day's pay.

8. CASUAL EMPLOYEES

- 8.1 A casual employee shall be engaged by the hour.
- 8.2 Casual employees for each hour worked shall be paid .013 of the annual aggregate wage for their classification, divided by 38 plus 15%, with a minimum engagement of four hours.

9. ALLOWANCES

- 9.1 Employees shall be paid the allowances set out in Schedule 1.

10. MIXED FUNCTIONS

- 10.1 An employee who, at Management's direction, performs work for which a higher rate of wage is prescribed, shall be paid the higher rate for the whole day.
- 10.2 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.

11. OVERTIME & MEAL ALLOWANCE

- 11.1 Except as otherwise provided, all work outside of the hours provided by Clause 5, "Hours of Work and Rosters" shall be overtime and paid for at the rate set out in Schedule 1.
- 11.2 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 1 and the same amount for each subsequent meal.

12. SUNDAYS

- 12.1 Work on raceday Sundays and non-raceday Sundays will be paid at the separate rates shown in Schedule 1.
- 12.2 If there is a significant increase in Sunday racing dates, the matter will be subject to further negotiation between the parties to this agreement.

13. PUBLIC HOLIDAYS

- 13.1 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 occurs.
- 13.2 The first Monday in March of each year also shall be a holiday as the union picnic day unless another day off in lieu thereof is agreed between an employer and employee or the majority of employees.
- 13.3 An employee required to work on a public holiday shall be paid at the rate set out in Schedule 1.

14. WORKING IN THE RAIN

- 14.1 All employees called upon to work in the rain shall be supplied by the employer, free of charge, with oilskins, gum boots, or other protective clothing.

15 CHANGE AND MEAL ROOM

15.1 The employer shall provide free of charge at Rosehill and Canterbury 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.

16 REST PAUSE

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

17 ANNUAL LEAVE

See Annual Holidays Act, 1944.

18 ANNUAL LEAVE LOADING

18.1 In this clause the Annual Holidays Act 1944, is referred to as the Act.

18.2 Before an employee is given and takes an annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause 18.5.)

18.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.

18.4 The loading is the amount payable for the period 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 annual holiday.

18.5 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 18.4 of this clause applying the rates of wages payable on that day.

- 18.6.1 When the employment of an employee is terminated by his 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 18.4 for the period not taken.
- 18.6.2 Except as provided by paragraph 18.6.1 of this subclause no loading is payable on the termination of an employee's employment.

19. SICK LEAVE

- 19.1 Subject to the production of evidence satisfactory to the employer, an employee shall be entitled to fifteen (15) days sick leave on full pay per year of service.
- 19.2 Such sick leave shall be cumulative for twelve years from the end of the year in which it accrues.

20. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

21. MATERNITY, PATERNITY AND ADOPTION LEAVE

See Division 3 of Part 2 of the Industrial Relations Act, 1991.

22. TERMS OF EMPLOYMENT

- 22.1 Employees may be engaged on a full time, part time or casual basis.
- 22.2 Full time and part time employees are engaged by the week.
- 22.3 Casual employees are engaged by the hour.
- 22.4 New full time employees shall be subject to a three months probationary period.
- 22.5 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.

23. PAYMENT OF WAGES

- 23.1 Wages shall be paid weekly by electronic funds transfer on a fixed day not later than Friday of each week.
- 23.2 When an employee is paid by means of electronic funds transfer and the 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.

24. FIRST AID

- 24.1 A first-aid outfit shall be provided by the employer at Rosehill and Canterbury.
- 24.2 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 1.

25. TOOLS

- 25.1 Tradesmen will continue to provide and maintain those tools of trade that they customarily provided at the date of making this agreement. All other tools shall be provided by the employer.

26. COMPASSIONATE LEAVE

- 26.1 An employee shall on the death of a wife, father, mother, child or stepchild, brother or sister, parents-in-law, brother-in-law or sister-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the word wife shall not include a wife from whom the employee is separated but shall include a person who lives with the employee as a de facto wife.

27. SANITARY ACCOMMODATION

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

28. RECALL TO WORK

- 28.1 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.

29. REPORTING FOR DUTY

- 29.1 Employees directed to report for work on a Sunday and not being required shall be paid a minimum of four hours at overtime rates.

30. JURY SERVICE

- 30.1 An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his

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attendance for such jury service and the wage he would have received in respect of the time he would have worked had he not been on jury service.

- 30.2 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.

31. GRIEVANCE AND DISPUTES PROCEDURE

Subject to the Industrial Relations Act, 1991, any grievance, dispute or claim shall be dealt with in the following manner:

31.1 Settlement procedure between an individual employee and the employer

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits (but not more than seven days) must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work shall continue.
- (f) The employee may be represented by a union.

31.2 Settlement procedure between employees and the employer

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits (but no more than seven days) must be allowed for discussion at each level of authority.
- (c) While procedure is being followed, normal work shall continue.
- (d) The employer may be represented by an industrial adviser and the employees may be represented by a union for the purpose of each procedure.

32 PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

- 32.1 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.
- 32.2 To achieve such gains the parties have agreed to the measures outlined in this clause.
- 32.3 Labour Flexibility - For the purpose of increasing productivity and flexibility as well as enhancing opportunities for employees:
- 32.3.1 Employees shall perform all work and operate all equipment within the classification in which they are employed and those of lower classifications.
- 32.3.2 Employees shall perform work which is incidental or peripheral to the duties of their classification, including the operation and routine maintenance of mechanical equipment.
- 32.3.3 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.
- 32.3.4 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned by the employer.
- 32.4 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, a Consultative Committee will consider and make recommendations to the Club and the employees on training matters.
- 32.5.1 It is agreed that on the commencement of the agreement the changes to work organisation set out in Schedule 2 will occur.
- 32.5.2 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 32.1
- 32.5.3 Consultative Committees will review work practices and recommend changes with a view to improving efficiency and productivity.

33 CONSULTATIVE COMMITTEE

- 33.1 A Consultative Committee will be established to consider:

Implementation of Enterprise Agreement;
Establishment of skill related career paths;
Training;
Multi-skilling arrangements;
Review of work practices and arrangements with a view
to improving efficiency and productivity.

33.2 The Committee will comprise two representatives of employees and two representatives of management with power to co-opt additional members as the need arises for particular meetings.

33.3 The minutes of Consultative Committee meetings will be circulated to all employees covered by this agreement or displayed on the notice board.

SCHEDULE 1
AGGREGATE WAGES, OVERTIME AND ALLOWANCES

1. AGGREGATE WAGE - FULL TIME EMPLOYEES

1.1 The annual aggregate wage compensates for ordinary hours, rostered overtime, penalties for Saturday work, over-award payments, service increment, industry allowance, tool allowance, license allowance, and penalty for electricians late finish.

1.2 The annual aggregate wage payable to adults shall be:

		<u>Annual Aggregate</u>
		<u>Wage</u>
		\$
CARPENTER	- Monday to Friday Roster	29437
CARPENTER	- Raceday Roster	32146
LEADING HAND CARPENTER	- Monday to Friday Roster	31525
LEADING HAND CARPENTER	- Raceday Roster	34472
ELECTRICIAN	- Monday to Friday Roster	29437
ELECTRICIAN	- Raceday Roster	32468
LEADING HAND - ELECTRICIAN	- Monday to Friday Roster	32502
LEADING HAND - ELECTRICIAN	- Raceday Roster	35844
PAINTER	- Monday to Friday Roster	29437
PAINTER	- Raceday Roster	32146
LEADING HAND - SIGNWRITER	- Monday to Friday Roster	31383
LEADING HAND - SIGNWRITER	- Raceday Roster	34268
WORKSHOP CO-ORDINATOR	- Monday to Friday Roster	29437
WORKSHOP CO-ORDINATOR	- Raceday Roster	32146

2. ALLOWANCES

2.1 First Aid Allowance

Qualified employees appointed as first aid attendants by the employer shall be paid a flat non-compoundable allowance of \$10.30 per week.

2.2 Clothing Allowance

A clothing allowance of \$311 per year will be paid to all employees.

2.3 Meal Allowance

Subject to the provisions of clause 12.2: \$5.50 per meal.

2.4 Travelling Time for Starting or Finishing at Rosehill or Canterbury

Where required to travel outside of ordinary hours to start or finish at a racecourse other than the normal starting or finishing location an employee will be paid at the time so spent at the rate of ordinary time.

2.5 Special Rates

Special rates will be paid in accordance with the award which, but for the operation of this agreement, would apply to the employee.

3. OVERTIME SUNDAYS AND PUBLIC HOLIDAYS

3.1 Overtime

All overtime other than that set out below will be paid at the rate of time and a half of the hourly rate calculated in accordance with clause 6.5.3

3.2 Non-Raceday Sundays

Overtime worked on non-raceday Sundays will be paid at the rate of time and a half of the hourly rate calculated in accordance with clause 6.5.3.

3.3 Raceday Sundays

Work on Sunday race days will be paid at the rate of double the hourly rate calculated in accordance with clause 6.5.3.

3.4 Public Holidays

Work on a public holiday will be paid at the rate of time and a half of the hourly rate calculated in accordance with clause 6.5.3. with a minimum payment for 4 hours plus a day off in lieu to be taken at a time mutually agreed.

SCHEDULE 2
CHANGES TO WORK ORGANISATION

1. Restructure jobs for employees working on race day so as to achieve two more hours' working time.
2. Wider spread of working days to six per week.
3. Wider spread of daily hours.
4. Absorbing RDO's into new work roster providing two days off per week.

SCHEDULE.EA

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals and/or affixed common seals:

THE COMMON SEAL of)
)
SYDNEY TURF CLUB was hereunto)
affixed by order of the Board)
and in the presence of:)

B.W. McKeogh
.....
DIRECTOR

[Signature]
.....
SECRETARY

12/7/95
.....
DATE

EMPLOYEE:

GERARD PEARCE Gumpine
J.P.

WITNESS:

1/7/95 11/7/95 Reg No 9202318

DATE:

11/7/95
.....

EMPLOYEE:

D.R. [Signature]
.....

WITNESS:

1/7/95 11/7/95

DATE:

11/7/95
.....

EMPLOYEE:

Cason [Signature]
.....

WITNESS:

1/7/95 11/7/95

DATE:

11/7/95
.....

EMPLOYEE:

Pete J. Thomas
.....

WITNESS:

1/7/95 11/7/95

DATE:

11/7/95
.....

EMPLOYEE:

[Signature]
.....

WITNESS:

1/7/95 11/7/95

DATE:

11/7/95
.....

EMPLOYEE:

..... *H. R. Edwards*

WITNESS:

..... *1/10/95* 11/7/95 ^{AP.} Reg No. 9202318

DATE:

..... *11th July 1995*

EMPLOYEE:

..... *[Signature]*

WITNESS:

..... *1/10/95* 11/7/95

DATE:

..... *11. 7. 95*

SCHEDULE.EA