

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/137

TITLE: STC & AWU Enterprise Agreement 2001

I.R.C. NO: 2001/7956

DATE APPROVED/COMMENCEMENT: 17 December 2001/1 November 2004

TERM: 1 November 2004

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/49

GAZETTAL REFERENCE: 26 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of 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, would be covered by the Race Clubs, etc. (State) Award.

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

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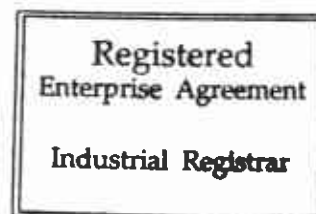


SYDNEY TURF CLUB

STC & AWU ENTERPRISE AGREEMENT 2001

1. **ARRANGEMENT**

Subject	Clause	Page
Allowances	9 & Schedule 2	6 & 23
Annual Leave	20	11
Annual Leave Loading	21	11
Anti-Discrimination	36	18
Arrangement	1	2
Bereavement Leave	26	14
Casual Barrier Attendants	8	6
Change and Meal Room	30	15
Classification of Structure	7	5
Conditions of Employment	5	3
Consultative Committee	35	17
Contractors	39	20
Dispute Resolution Procedure	33	16
First Aid	28	15
Hours of Work and Rosters	11	7
Jury Service	27	15
Long Service Leave	23	12
Maternity, Paternity and Adoption Leave	24	12
Mixed Functions	15	9
Night Racing	18	10
OH & S and Workers Compensation	37	19
Operation and Duration	4	3
Overtime and Meal Allowance	14 & Schedule 3	9 & 24
Parties and Coverage	3	3
Payment of Wages	10	7
Personal/Carers Leave	25	12
Productivity, Efficiency and Flexibility	34	17
Protective Clothing and Safety Equipment	38	19
Public Holidays	19	10
Recall to Work	16	9
Report for Duty	16	8
Rest Pause	13	9
Sanitary Accommodation	32	16
Sick Leave	22	12
Sunday Racing	17	9
Sundays	12	8
Termination of Employment	6	4
Title of Agreement	2	3
Tools	31	16
Travel between Racecourses	40	20
Wages	9 & Schedule 1	6 & 21
Working in the Rain	29	15



2. TITLE OF AGREEMENT

2.1 The title of this agreement is the STC & AWU Enterprise Agreement 2001.

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.

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.

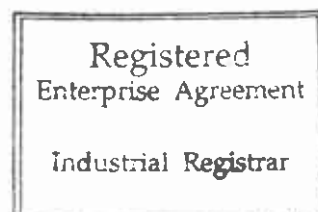
4.2 Employees covered by this Agreement at the date of approval will be paid the aggregate wages, overtime and allowances in accordance with Clause 9 and Schedules 1,2 & 3 from the beginning of the first pay period to commence on or after 1 November, 2001, or the date of employment, whichever is the 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) A part time employee shall be engaged for a minimum of four hours for each engagement.

(c) Part time employees shall receive the same entitlements as full time employees but on a pro-rata basis.

(d) 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.

(e) 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.

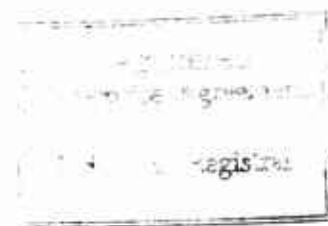
(b) Casual employees for each hour worked shall be paid the rates set out in Schedule 1 with a minimum of 3.5 hours.

(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 Racecourse Manager/Assistant Racecourse 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.



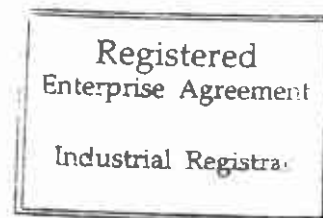
8. CASUAL BARRIER ATTENDANTS

- 8.1 Casual Barrier Attendants shall be employed pursuant to clause 5.5(a) 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 (Canterbury/Rosehill) 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 and allowances which applied from 1 November 2000 will be increased as follows. The new aggregate wages – weekly equivalent and allowances appear in Schedules 1 & 2: -

- { first pay period to begin on or after 1 November 2001 4%
- { first pay period to begin on or after 1 November 2002 4%
- { first pay period to begin on or after 1 November 2003 4%

10. PAYMENT OF WAGES

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

10.2 Effective from 1 November 2002 wages will be paid on a fortnightly basis.

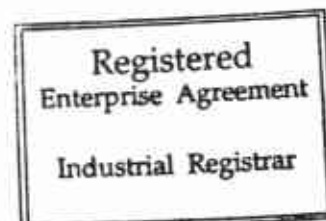
10.3 When an employee's wages are not in the relevant employee's nominated account on the designated pay day the employer, if required to do so by the employee, shall provide the employee's wages to the employee in cash by conclusion of the next day's shift and in any case no later than Friday.

10.4 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. HOURS OF WORK AND ROSTERS

11.1 The ordinary hours of work are an average of 38 per week over a 52-week period.

11.2 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.



- 11.3 Employees (other than caretakers) will be rostered for 8 hours duty per day on 5 days per week within the following span:

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

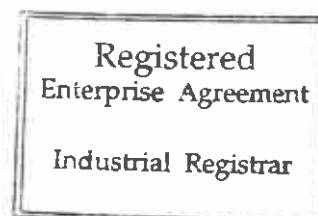
- 11.4 Caretakers will be rostered as follows:

Wednesday	3.00pm to 11.00pm
Thursday	3.00pm to 11.00pm
Friday	3.00pm to 11.00pm
Saturday	3.00pm to 11.00pm
Monday	3.00pm to 11.00pm
Tuesday	3.00pm to 11.00pm

- 11.5 Track crossing attendants may be required to commence work at 4.00am or later.
- 11.6 The roster will provide on average for two consecutive days off per week to fall on either Saturday and Sunday, or Sunday and Monday.
- 11.7 Where starting times are staggered, there shall be at least one hour between such times.
- 11.8 The rostered hours shall include an unpaid 30-minute meal break and, on race - days, an unpaid break of one hour.
- 11.9 By agreement between the Club and an individual employee, the starting and finishing times set out in 11.3 may be varied provided that the daily limitation of hours worked, prescribed in 11.2, is not exceeded.
- 11.10 An employee may apply to the Racecourse 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.
- 11.11 Subject to clause 11.9 time worked outside of the roster shall be paid as overtime.
- 11.12 Rosters will only be changed by 14 days' notice, or mutual agreement between the Club and the employee affected.

12. **SUNDAYS**

- 12.1 Work on raceday Sundays and non-raceday Sundays will be paid at the separate rates shown in Schedule 3.



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

13. **REST PAUSE**

13.1 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.

14. **OVERTIME AND MEAL ALLOWANCE**

14.1 Except as otherwise provided, all work outside of the hours provided by Clause 11, "Hours of Work and Rosters" shall be overtime and paid for at the rate set out in Schedule 3.

14.2 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.

14.3 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.

15. **MIXED FUNCTIONS**

15.1 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.

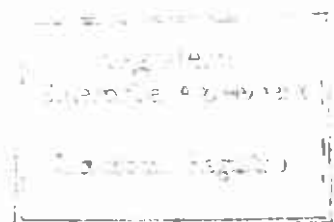
15.2 An employee, who is required to perform work for which a lower rate of wage applies than that prescribed for the employee's ordinary classification, shall suffer no reduction in pay in consequence thereof.

16. **RECALL TO WORK**

16.1 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.

17. **SUNDAY RACING**

17.1 If there is a significant increase in Sunday racing dates the matter will be subject to further negotiation between the parties to this agreement.



18. NIGHT RACING

Monday to Friday Night: -

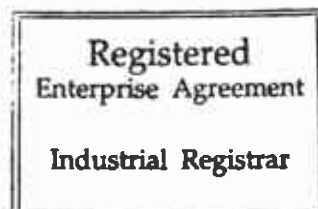
- 18.1 Employees who are required to work on a night meeting will not be rostered for their ordinary hours, during the day, as set out in Clause 11.
- 18.2 Employees working at a night meeting will be rostered for six (6) hours work (inclusive of a 30-minute meal break) on the night of the meeting.
- 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 Between Racecourses" allowance set out in this agreement.

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

- 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 first Tuesday in November of each year shall be a holiday as the union picnic day unless another day off in lieu thereof is agreed between the Club and an employee or the majority of employees.
- 19.4 Should the Club hold a race meeting on the first Tuesday in November the parties agree to renegotiate the day on which the Union Picnic Day will be taken.

20. ANNUAL LEAVE

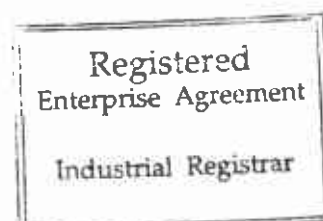
- 20.1 See Annual Holidays Act, 1944.

21. ANNUAL LEAVE LOADING

- 21.1 In this clause the Annual Holidays Act, 1944, is referred to as the Act.
- 21.2 Before an employee is given and takes an annual holiday, or whereby 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 21.5).

- 21.3 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.
- 21.4 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.
- 21.5 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 21.4 of this clause applying the rates of wages payable on that day.
- 21.6 When the employment of an employee is terminated by his/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.
- 21.7 Except as provided by paragraph 21.6 of this subclause no loading is payable on the termination of an employee's employment.



22. SICK LEAVE

- 22.1 Subject to the production of evidence satisfactory to the employer, 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.
- 22.2 The parties recognise the impact on efficiency and costs associated with absenteeism and agree to jointly develop and implement an "Absenteeism Management Strategy". The strategy will provide a mechanism to reduce absenteeism and improve the health and wellbeing of employees. The Consultative Committee will monitor the performance of the strategy and further develop it throughout the life of the agreement.

23. LONG SERVICE LEAVE

- 23.1. See Long Service Leave Act, 1955.

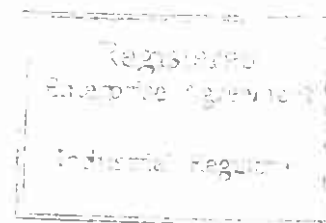
24. MATERNITY, PATERNITY AND ADOPTION LEAVE

- 24.1 See Part 4 of Chapter 2 of the Industrial Relations Act, 1996.

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.

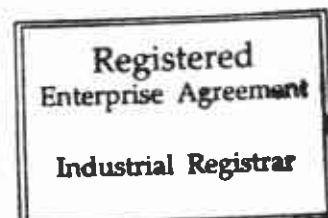
- d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable 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.

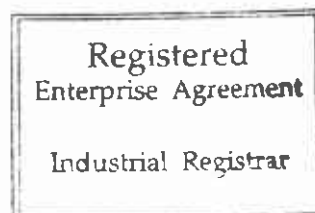
25.6 Rostered Days Off -

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

This subclause is subject to the employer informing the AWU of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the AWU to participate in negotiations.

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

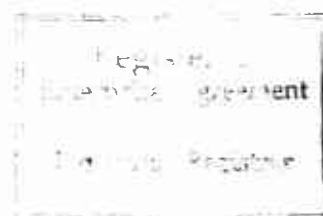
- 28.1 A first-aid kit shall be provided by the employer at Rosehill Gardens and Canterbury Park.
- 28.2 An employee who has been appointed by the employer to perform first aid duties and is the holder of a current St. Johns First Aid Certificate shall be paid the allowance set out in Schedule 2.

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 38.

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. DISPUTE RESOLUTION PROCEDURE

33.1 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.

33.2 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 Racecourse 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 Racecourse Manager and the GM – Employee Relations. If the matter remains unresolved;

Step 4

The matter is discussed between senior representatives of the STC 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.

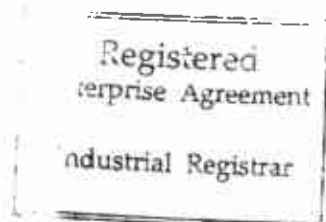
34. PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

- 34.1 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.
- 34.2 To achieve such gains the parties have agreed to the measures outlined in this clause.
- 34.3 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.
- 34.4 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.
- 34.5 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 34.1
- 34.6 The Consultative Committee will review work practices and recommend changes with a view to improving efficiency and productivity.

35. CONSULTATIVE COMMITTEES

- 35.1 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 22.2 (Sick Leave) and clause 37.4 (OH&S and Worker's Compensation)

35.2 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.

35.3 The minutes of Consultative Committee meetings will be circulated to all local employees covered by this Agreement or displayed on the noticeboard.

36. ANTI-DISCRIMINATION

36.1 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 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.

36.2 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.

36.3 Under the Anti-Discrimination Act 1977, 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.

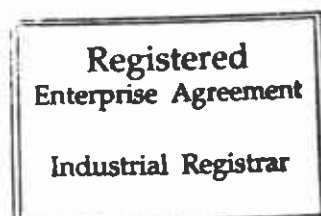
36.4 Nothing in this clause is taken to affect:

- (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;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

36.5 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 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".

37. OCCUPATIONAL HEALTH & SAFETY(OH&S) & WORKERS COMPENSATION

- 37.1 The parties recognise that an effective health & safety program provides significant benefits in both human and economic terms.
- 37.2 STC management is committed to the continuous monitoring and upgrading of its OH&S program. The STC 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;
- 37.3 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.
- 37.4 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.

38. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

38.1 The Club will supply all weekly employees with protective clothing items.

38.2 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.

- 38.3 A register of all items issued will be kept and each employee will be required to sign for each issue including replacement issues.
- 38.4 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.
- 38.5 Safety clothing is provided for use at work only and must not be used or worn for any other purposes.
- 38.6 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 Racecourse Manager.
- 38.7 Other gear will be replaced on an "as-needs" basis at the discretion of the Racecourse Manager. Where clothing or equipment becomes unwearable it will be replaced in exchange for the ruined item.

39 CONTRACTORS

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

40 TRAVEL BETWEEN RACECOURSES

- 40.1 In most instances a Club vehicle will be provided to transport employees between racecourses. However, on the odd occasion this does not happen a travel allowance will be paid.

