

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/312

TITLE: Wyong Race Club and Australian Workers Union Agreement, 2004

I.R.C. NO: IRC4/4896

DATE APPROVED/COMMENCEMENT: 1 September 2004

TERM: 20 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/243

GAZETTAL REFERENCE: 17 December 2004

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all production employees employed by Wyong Race Club, located at Howarth Street, Wyong NSW 2259, who fall within the coverage of the Race Clubs Employees (State) Award

PARTIES: Wyong Race Club -&- The Australian Workers' Union, New South Wales

WYONG RACE CLUB & AUSTRALIAN WORKERS UNION AGREEMENT, 2004

MEMORANDUM OF AGREEMENT

An Industrial Agreement made on the 3rd May 2004 in pursuance of the provisions of the *Industrial Relations Act, 1996*, as amended, between Wyong Race Club, (Hereinafter referred to as "the Club") of one part and of the Australian Workers Union New South Wales, (hereinafter referred to as "the Union"), duly registered industrial union of employees on the other part. Whereas it has been agreed by and between the parties hereto, that this Agreement as it refers to rates of pay and conditions of employment for the classes of employees hereinafter mentioned in the employ of the Club shall be the instrument for the regulation of rates of pay and conditions of employment of the said classes of employees for the term hereinafter set forth. Rates of pay and conditions not specified in this agreement will be determined by the Race Clubs, & c., Employees (State) Award, as varied.

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2. Structural Efficiency Review and Future Negotiations

The Wyong Race Club and the Australian Workers Union New South Wales agree that discussions will take place no later than three months prior to the end of this Agreement to reach agreement on the terms and conditions of a new agreement.

- (a) During the period of operation this Agreement if for any reason, the rate of inflation increases to the extent that the wage increases applicable to this agreement have been eroded, the parties agree to confer to look at reinstating genuine wage

3. No Further Claims

The wage adjustments provided by this Agreement are in substitution for those provided by the award during the period covered by the Agreement.

It is a term of this Agreement that except as provided by Clause 5, for the duration of this Agreement the Union and its members undertake not to pursue any extra claims, award or over-award, except when consistent with this Agreement.

4. Application of Award

The duration of this agreement is supplementary to the operation of the Race Clubs, & c. Employees (State) Award.

To the extent that the provisions of this Agreement are inconsistent with the provisions of the said award, the provisions of this Agreement shall prevail.

5. All Purpose Wage Rates

- (a) The total rates of pay shall increase from 7th May 2004 by four percent (4%).
- (b) From the first pay period to commence on or after 2nd May, 2005 Rates of Pay will be further increased by 4%.
- (c) If an employee requests he may take the option to salary sacrifice increase into superannuation.
- (d) Machine Allowance of \$8.00 per week to be rolled up into the hourly rate for all purposes.

6. Hours of Work - Weekly Employees

(a) Day Workers

All work prescribed by this Agreement is considered to be "Day Work".

- (i) The ordinary hours of day workers shall not exceed of 38 hours per week which may be averaged in a (4) week cycle to allow for the taking of a Rostered Day Off. Ordinary hours shall be of 8 hours per day, Monday to Friday inclusive between the hours of 7.15am and 6.00pm to be worked continuously except for the taking of meal breaks.
- (ii) The Club shall fix starting and finishing times within the daily limitation prescribed in paragraph (a) (I) of this sub-clause, and may alter the times by mutual consent to suit the operational needs of the Club. Provided that such mutually agreed starting time shall not be earlier than 6.00am.
- (iii) A ten (10) minute paid rest break will be taken each day between 9.30 and 9.45am or at a time mutually agreeable between the employees and the Club to facilitate a proper rest period and to meet the needs of the efficient operation of the Club.
- (iv) Employees shall be allowed the following:
 - if working in the vicinity of their amenities employees shall be allowed sufficient walking time to get to and from their amenities prior to their break and at the cessation of lunch break
 - if working away from their amenities shall be allowed a maximum of five (5) minutes walking time to get to and from their amenities prior to their break and at the cessation of lunch break
 - all employees shall be allowed five (5) minutes wash up time prior to their normal finishing time. This time allowance may be subject to review based on the nature of work performed.
- (v) Notwithstanding anything contained in this clause, track crossing attendants may commence their ordinary day's work at 4.00am provided that they be allowed thirty minutes for breakfast, such thirty minutes to be counted as ordinary working time.

(b) Rostered Day Off

- (i) In achieving an average of 38 hours per week employees shall accrue the entitlement to one rostered day off in each four week period.
- (ii) Employees may be rostered off by one of the following methods:

by working four (4) days in each week of eight (8) hours with a further day of six (6) hours duration

by working 19 days in a four (4) week cycle, where the twentieth day in the cycle is a paid day off, being taken as a common day off for all employees.

by working 19 days in a four (4) week cycle, where the twentieth day in the cycle is a paid day off, being taken as different days off for each employee.

by employees and management reaching agreement about the manner of taking a rostered day off.

Rostered Days off should be taken in accordance with a roster prepared by the Club in consultation with employees.

- (iii) if an employee is directed to work on their rostered day off, the employee shall be paid the appropriate overtime rate under this Agreement and shall take the foregone Rostered Day Off at a time mutually agreed by the employee and the Club.
- (iv) Employees are not eligible for sick leave, bereavement leave in respect of absences on Rostered Days Off as such absences are outside their usual hours of duty.
- (v) In the event of a scheduled Rostered Day Off falling due on a Public Holiday, the employee(s) shall agree on a substitute day to be taken.
- (vi) Pro rata payment for time accrued toward a Rostered Day Off shall be paid out on termination of employment in accordance with the provisions of sub-clause (b) (iii) of this clause.

7. Hours of Work - Casual Employees

A casual employee shall be an employee engaged by the hour. Such employees shall be paid 15% in addition to the ordinary rate of pay.

Casual employees will be paid proportionate annual leave in accordance with the Annual Holidays Act.

- (a) The making of casuals to permanent employees will be discussed as their employment status is reviewed during the term of the agreement

8. Overtime

- (a) Except as herein provided all time worked outside the hours provided by clause 9, Hours, of this award, shall be overtime and "shall be paid for at the rate of time and one half for the first" two hour and double time thereafter on that day; provided that overtime worked on a Saturday shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (b) Double time shall be paid for all overtime worked on a Sunday and the rate of double time and one-half shall be paid for all work done on a public holiday as set out in clause 11 Holidays.

9. Redundancy

No employee shall be made redundant until the Union and its members and the company have agreed on what the redundancy package will contain.

10. Allowances

- (i) Allowances -
 - (a) An employee appointed by the employer to perform first-aid duties shall be paid the amount as set out in Item 2 at Table 2 in addition to the ordinary rate of pay.

- (b) Meal Allowance
 - (1) An employee required to work overtime in excess of one hour, 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 amount as set out in Item 3 of Table 2 and the same amount for each subsequent meal.
 - (2) If an employee, pursuant to notice, has provided a meal and is not required to work overtime, the employee shall be paid the amount as set out in Item 3 of Table 2.
- (c) A Race Club Employee who is required by Wyong Race Club Ltd to handle horses shall be paid an amount as set out in Item 4 of Table 2 whilst so engaged.
- (d) No pesticides, weedicides or poisonous spray allowance shall be paid as these allowances have been incorporated into the over award payment.

The Club will allow during work time employees who handle pesticides to have an annual blood test & urine test and pay the costs associated.
- (e) Bank transaction fee will be paid by the Club.

11. Protective Clothing

- (a) It is a condition of this agreement and in accordance with occupational health and safety standards that protective clothing and equipment issued by the club must be used at all times.
- (b) Protective clothing will be issued to casual employees who are regularly offered casual work.
- (c) Failure to comply with this requirement will lead to disciplinary action. However, no employee will be terminated for a breach of this requirement without the case being first discussed with the union.

12. Dispute Procedures

- (a) The procedures set out below relating to disputes between employers and employees should be followed:
 - (i) A question, dispute or difficulty must be initially be dealt with as close to its source as possible to ensure that the local concerns and conditions are reflected in any settlement reached by the parties with graduated steps for further discussion and resolution at higher levels of authority if the matter remains unresolved.
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iii) An employee(s) shall in the first instance refer any matter to their immediate supervisor who will endeavour to resolve the problem within a period of not more than 48 hours.
 - (iv) Where the problem will take a longer time the supervisor shall inform the employee(s) of the progress of the matter.
 - (v) Reasonable time limits must be allowed for discussion and investigation of the matter at each level of the disputes procedure.
 - (vi) The employee(s) may be represented by the Union at each stage of the procedure either by the local delegate or if required by an Official of the Union. The employee(s) may request representation from the Union prior to any action taking place to resolve the dispute after sub-clause (a) (iii) has been enacted. Equally, the club may be represented by an industrial organisation of employers after sub-clause (a) (iii) has been enacted.
- (b) The procedures set out below, relating to grievance of individual employees must be followed:

- (i) The employee is required to notify the employer formally as to the substance of the grievance, request a meeting with the employee for discussion in order to clarify the grievance and state the action or remedy sought. This notification shall be in writing or may be verbal so long as the notification sets out the grievance clearly and in a manner that the parties understand the nature of the notification.
- (ii) The grievance must be dealt with as close to the sources as possible. Steps are set out below should further discussion and resolution need to take place at a higher level of authority.
- (iii) At the conclusion of the discussion the employer must provide a response to the employee's grievance if the matter has not been resolved, the response must include the reason for not implementing such proposed remedy.
- (iv) While the grievance procedure is being followed normal work must continue.
- (v) Reasonable time limits must be allowed for discussion at each level of authority to ensure all parties concerns are recognised and resolution can reflect the local needs and conditions.
- (vi) Employees may elect to have representation from the Union at any stage in the procedure.

13. Occupational Health & Safety

- 13.1 All employees and persons working for the Company shall contribute to a safe and healthy working environment. The Company and the union signatory to this agreement shall give full co-operation to achieve the highest standards of Occupational Health and Safety.
- 13.2 The parties recognise safety education, induction and other programmes are fundamental in achieving this objective.
- 13.3 On all the company's projects there shall be strict compliance with all Statutory requirements and the Company Occupational Health and Safety policies, and implementation of Industry OH &S Codes of Practice shall ensure safe and healthy environments are established for all personnel on projects.

14. Work Environment

It is Wyong Race Club Ltd's objective that all employees enjoy a workplace environment free from discrimination. The company has guidelines for dealing with harassment in the workplace in accordance with the relevant Act.

15. Declaration of Integrity of the Terms of Agreement

The parties to this Agreement declare that this Agreement:

- (a) is not contrary to the public interest
- (b) is not unfair, harsh or unconscionable
- (c) was not entered into under duress
- (d) is in the interest of the parties

16. Operation and Duration

- (a) This agreement shall have effect from the date it is registered under the *Industrial Relations Act 1996*.
- (b) Employees covered by this Agreement at the date of registration shall be paid the wage adjustment provided by Clause 5 from the beginning of the first pay period to commence on or after ratification by the NSW Industrial Commission.

(c) It shall remain in force until 2nd May, 2006.

COMPARISON WYONG RACE CLUB

Conditions	Wyong Race Club and Australian Workers Union Agreement 2004	Race Club & Employees (State) Consolidated Award
Clause 2	Structural Efficiency review and Future negotiations (a) During the period of operation this Agreement if for any reason, the rate of inflation increases to the extent that the wage increases applicable to this agreement have been eroded, the parties agree to confer to look at reinstating genuine wages.	No equivalent
Clause 5	(c) If an employee request he may take the option to salary sacrifice increase into superannuation	No equivalent
Clause 6 b)	(iii) If an employee is directed to work on their rostered day off, the employee shall be paid the appropriate overtime rate under this Agreement and shall take the foregone Rostered Day Off at a time mutually agreed by the employee and the Club.	7B Rostered Days Off g) An employee required to work on a rostered day off shall be paid a minimum payment as for four hours worked at double the ordinary time rate.
Clause 7	Hours of Work - casual employees The making of casuals to permanent employees will be discussed as their employment status is reviewed during the term of the agreement.	No equivalent
Clause 10	<p>Allowances</p> <p>(a) A Race Club employee who is required by Wyong Race Club Ltd to handle horses shall be paid an amount asset out in Item 4 of Table 2 whilst so engaged. Horse Handling \$20.00 per day</p> <p>(b) No pesticides, weedicides or poisonous spray allowance shall be paid as these allowances have been incorporated into the over award payment.</p> <p>The Club will allow during work time employees who handle pesticides to have an annual blood test & urine test and pay the costs associated.</p> <p>c) Bank transaction fee will be paid by the Club</p>	<p>Table 2. Other Rates and Allowances Item No. Clause 3(ii) a) employee other than a plant operator required to use a scythe or operate a power mower. 1.55 per day or part of a day Table 2 - Other Rates & Allowances 6.3(ii) f) Horse handling allowance \$1.55 per day or part thereof.</p> <p>Table 2 Other Rates & Allowances 3 3(ii) (c) Employees required to use pesticides, weedicides or poisonous sprays \$1.65 per day</p> <p>No equivalent</p>

15. Parties Signatories

This Agreement is made at Newcastle on theday of..... , 200 .

Signed on behalf of Wyong Race Club Ltd.

Witness:

Tony Drew
Chief Executive Officer
Wyong Race Club Ltd

Signed on behalf of The Australian Workers' Union.

Witness:

.....
Kevin Maher
Secretary
The Australian Workers' Union Newcastle & Northern Regions Branch

PART B

MONETARY RATES

Table 1 - Rates and Wages

Classification	Current Weekly Rate & \$8 Machine Allowance	First Increase 4% 2004	2nd Increase 4% 2005
Level 1 - Trainee	\$517.61	\$538.31	\$559.84
Level 2 - general track or maintenance hand	\$634.72	\$660.11	\$686.51
Level 3 - gardener	\$593.10	\$616.82	\$641.49
Level 4 - track foreman	\$690.45	\$718.0	\$746.79

Table 2 - Other Rates and Allowances

Item No. 1	Clause	Brief Description	Amount
1	5(a)	First Aid	\$2.10 per day
2	5(b)	Meal Allowance	\$7.65
3	5(c)	Horse Handling	\$20.00 per day