

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/313

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

I.R.C. NO: IRC4/4894

DATE APPROVED/COMMENCEMENT: 1 September 2004 / 9 May 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/230

GAZETTAL REFERENCE: 17 December 2004

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all production employees employed by Gosford Race Club, located at Racecourse Road, Gosford NSW 2250, who fall within the coverage of the Race Clubs Employees (State) Award

PARTIES: Gosford Golf Club -&- The Australian Workers' Union, New South Wales

GOSFORD RACE CLUB & AUSTRALIAN WORKERS UNION AGREEMENT, 2004

MEMORANDUM OF AGREEMENT

An Industrial Agreement made on the 11th May 2004 in pursuance of the provisions of the *Industrial Relations Act, 1996*, as amended, between Gosford 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 Gosford 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) The parties agree to renegotiate the hours of work should the change in Racing necessitate the need for Saturday race meetings.

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 and allowances excluding horse handling and bank transaction fee allowances shall increase from the commencement of this Agreement 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%.
- (b) The rates of pay for casual employees shall be increased in accordance with paragraphs (a) and (b) hereof. Provided that a casual employee who has been regularly rostered for a period of 6 months shall be paid on hourly rate calculated at 86.95% of the weekly rate for trackhands under this agreement divided by 38 plus 15%.
- (c) Casual employees will be paid proportionate annual leave in accordance with the *Annual Holidays Act*.
- (d) The increases set out above will apply in lieu of any increase in wages and allowances occurring in the industry award during the term of this agreement.
- (e) The making of casuals to permanent employees will be discussed as their employment status is reviewed during the term of the agreement.

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 a one half hour meal break.
- (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) 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.
- (iv) 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

- (a) In achieving an average of 38 hours per week employees shall accrue the entitlement to one rostered day off in each four week period.
- (b) 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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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

The starting and finishing times and meal break for casual employees shall be within the spread of hours provided in clause 6 hereof.

8. Overtime

All time worked outside the hours provided by clauses 6, and 7, of this agreement, shall be overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter on that day. Double time shall be paid for all work done on a Sunday and the rate of double time and one-half shall be paid for all work done on a public holiday.

9. 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.

10. Allowances

- (a) Horse handling allowance of twenty (\$20) dollars a day per person be paid to employees who physically handle horses. Does not include Gap Supervisors.
- (b) Club will pay bank transaction fees of \$2.00 per week
- (c) Club will pay for blood and urine tests for employees who use chemicals
- (d) Meal allowance of \$4.25 to be paid to all employees.

11. Dispute Procedures

The procedures set out in Clause 28 Grievance and Dispute Procedures of the Race Clubs, & c. Employees (State) Award shall apply after the following matters are satisfied.

- (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.

12. 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

13. 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 and allowance adjustment provided by Clause 5 from the beginning of the first pay period to commence on or after 9th May 2004 or the date of employment, whichever is the latter.
- (c) It shall remain in force until 2nd May, 2006.

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

This Agreement is made at Newcastle on the day of,2004 .

Signed on behalf of Gosford Race Club Ltd.

Witness:

Gosford Race Club Ltd

Signed on behalf of The Australian Workers' Union

Witness:

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

Rates of Pay

First Tier - from the first pay period to commence on or after 9th May 2004

Second Tier - from the first pay period to commence on or after 2nd May 2005

Rates of Pay (Weekly)	First Tier	Second Tier
Leading Hand - track & maintenance	\$702.14	\$730.22
General track or maintenance hand	\$637.17	\$662.66

Allowances

CLAUSE	Brief Description	Amount
10 (a)	Horse Handling	\$20.00 per day
10 (b)	Bank transaction fee	\$2.00 per week
10(d)	Meal Allowance	\$4.25

COMPARISON GOSFORD RACE CLUB

Conditions	Gosford Race Club and Australian Workers Union Agreement 2002	Race Club & Employees (State) Consolidated Award
Clause 2	The parties agree to negotiate the hours of work should the change in Racing necessitate the need for Saturday race meetings	7. Hours d) On Saturday and/or Sunday where the employer conducts a fixture or fixtures on a Saturday or Sunday. For the purposes of this subclause, a "fixture" means an authorised race meeting, agricultural show, fair or gymkhana or any other event where prior consent is achieved between the employer and the union or the majority of employees.
Clause 5	c) The rate of pay for casual employees shall be increased in accordance with a) and b) hereof. Provided that a casual employee who has been regularly rostered for a period of 6 months shall be paid on hourly rate calculated at 86.95% of the weekly rate for trackhands under this agreement divided by 38 plus 15%.	6 11). The hourly rate for a casual employee shall be calculated by dividing the appropriate weekly rate as set out in table 1 - Rates of Wages, of Part B, Monetary Rates, by 38, plus 15%
Clause 5	e) 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 6 a1)	The ordinary hours of day workers shall not exceed 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 7.15a.m. and 6.00p.m. to be worked continuously except for the taking of meal breaks.	7. Hours iii) Ordinary hours shall be worked: a) between the hours of 7.30a.m. and 6.00p.m. by agreement between the employer and employee(s) ordinary hours can commence at 7.00a.m.
Clause 6 b)	111) 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 9	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.	Working in the rain 10. 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.

	b) Protective clothing will be issued to casual employees who are regularly offered casual work.	No equivalent
Clause 10	<p>a) Horse handling allowance of (\$20) dollars a day per person be paid to employees who physically handle horses. Does not include Gap Supervisors.</p> <p>b) Club will pay bank transaction fee of \$2.00 per week</p> <p>c) Club will pay for blood and urine test for employees who use chemicals</p> <p>d) Meal Allowance \$4.20</p>	<p>Table 2. Other Rates and Allowances Item No. Clause6 3(ii) f) Horse handling allowance 1.55 per day or part thereof.</p> <p>No equivalent</p> <p>No equivalent</p> <p>No equivalent</p>