### REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA99/49** 

TITLE: STC & AWU Enterprise Agreement 1998

I.R.C. NO:

99/53

DATE APPROVED/COMMENCEMENT: 14 January 1999

TERM:

36 months

Registered Enterprise Agreement

Industrial Registrar

**NEW AGREEMENT OR** 

VARIATION:

New

**GAZETTAL REFERENCE:** 

DATE TERMINATED:

**NUMBER OF PAGES:** 

22

**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

# STC & AWU ENTERPRISE AGREEMENT, 1998

This MEMORANDUM OF AGREEMENT is made between the SYDNEY TURF CLUB and THE AUSTRALIAN WORKERS UNION, New South Wales Branch, pursuant to the provisions of Part 2, Chapter 2, of the Industrial Relations Act, 1996.

#### 1. TITLE

1. 1 This agreement shall be known as the STC & AWU Enterprise Agreement, 1998

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#### 2. ARRANGEMENT

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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 The Australian Workers Union, New South Wales Branch.
- 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 occupations of groundspersons, leading hands, foremen, plant operators, truck/tanker drivers and employees who, but for the operation of this agreement, would be covered by the Race Clubs, etc., (State) Award.
- 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 approved under the Industrial Registrar Registrar
- 4.2 Employees covered by this Agreement at the date of registration will be paid the aggregate wages, overtime and allowances in accordance with Clause 5 and Schedule 1 from the beginning of the first pay period to commence on or after *I November*, 1998,, or the date of employment, whichever is the later.
- 4.3 It shall remain in force for a period of three years.

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

 Wednesday
 - 7.30 am to 6.00 pm
 Saturday
 - 7.30 am to 6.30 pm

 Thursday
 - 7.30 am to 6.00 pm
 Monday
 - 7.30 am to 6.00 pm

 Friday
 - 6.00 am to 6.00 pm
 Tuesday
 - 7.30 am to 6.00 pm

5.3.2 Caretakers will be rostered as follows:

- 5.3.3 Track crossing attendants may be required to commence work at 4.00 am. or later.
- 5.4 The roster will provide on average for two consecutive days off per week to fall on either Saturday and Sunday, or Sunday and Monday.
- 5.5 Where starting times are staggered, there shall be at least one hour between such times.
- 5.6 The rostered hours shall include an unpaid 30 minute meal break and, on race days, unpaid break of one hour.
- 5.7 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.
- 5.8 Time worked outside of the roster shall be paid as overtime.
- 5.9 Rosters will only be changed by 14 days' notice, or mutual agreement between the Club and the employee affected.

#### 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
  - power mower etc. allowance
  - tractor allowance
  - pesticide, weedicide allowance.
  - . eft pay allowance
  - caretaker's shift allowance
- 6.2 The following allowances and payments are not included in the aggregate wage will be paid separately:
  - clothing allowance
  - . horse handling allowance
  - first aid allowance



- track crossing attendants shift allowance
- higher duties payments
- travel (Canterbury/Rosehill) 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 The aggregate wages and allowances which apply immediately before the operation of this Agreement will be increased as follows:-

first pay period to begin on or after 1 November, 1998 4%

first pay period to begin on or after 1 November, 1999 4%

first pay period to begin on or after 1 November, 2000 4%

6.6.1 The new aggregate wages and allowances appear in Schedule 1.

#### PART TIME EMPLOYEES

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- 7.1 A part time employee is a weekly employee who is employed to work less than the full hours of weekly employees.

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- 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 and paid in accordance with Clause 24 of this Agreement. A casual employee engaged at a night racing meeting shall also receive the allowance set out in clause 13A.
- 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

- 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.
- 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

- 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

Work on raceday Sundays and non-raceday Sundays will be paid at the separate rates shown in Schedule 1.

#### 13. SUNDAY RACING

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

#### 13A NIGHT RACING

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In the likely event that night racing, on any night, Monday to Friday, is introduced during the life of this agreement the following broad principles will apply:-

- 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 5.3.1.
- 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.
- 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 follows:-

From 1.11.98 - \$50.00 From 1.11.99 - \$52.00 From 1.11.00 - \$54.10

- 3.1 Employees will resume work at their normal starting time the next day.
- 4. Where possible, the employees rostered for work at a night meeting will be drawn from employees at Canterbury and Rosehill who have expressed a willingness to work night meetings.

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.

Night meetings will be staffed in a similar manner to the Canterbury 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.

- 5. Where a Rosehill 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.
- 6. In the event that a night meeting is scheduled on a night other than Monday to Friday the matter will be subject to further negotiation between the parties to this Agreement.

#### 14. PUBLIC HOLIDAYS

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- The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christinas 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.
- 14.2 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.
- 14.3 An employee required to work on a public holiday shall be paid at the rate set out in Schedule 1.

#### 15. WORKING IN THE RAIN

15.1 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 35.

#### 16 CHANGE AND MEAL ROOM

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.

#### 17 REST PAUSE

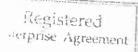
17.1 A rest pause of 10 minutes' duration, to be counted as time worked, shall be allowed to each employee during the morning of each day at a time to be arranged by the employer.

#### 18 ANNUAL LEAVE

See Annual Holidays Act, 1944.

#### 19 ANNUAL LEAVE LOADING

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



19.2 Before an employee is given and takes an annual holiday, or where by agreementrial Registrar 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 19.5.)

- 19.3 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.
- 19.4 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.
- 19.5 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 19.4 of this clause applying the rates of wages payable on that day.

- 19.6.1 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 19.4 for the period not taken.
- 19.6.2 Except as provided by paragraph 19.6.1 of this subclause no loading is payable on the termination of an employee's employment.

#### 20. SICK LEAVE

- 20.1 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.
- 20.2 Such untaken sick leave shall be cumulative up to a maximum of 180 days accumulated sick leave.

21. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

#### 22. MATERNITY, PATERNITY AND ADOPTION LEAVE

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

#### 23. TERMS OF EMPLOYMENT

- 23.1 Employees may be engaged on a full time, part time or casual basis.
- 23.2 Full time and part time employees are engaged by the week.
- 23.3 Casual employees are engaged by the hour.

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- 23.4 New full time employees shall be subject to a three months probationary period.
- 23.5 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.

#### 24 PAYMENT OF WAGES

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

#### 25. FIRST AID

- 25.1 A first-aid outfit shall be provided by the employer at Rosehill and Canterbury.
- 25.2 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.

26. TOOLS

26.1 All tools required by employees shall be provided by the employer.

# 27. COMPASSIONATE LEAVE

An employee shall on the death within Australia 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 day's 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.

# 28. SANITARY ACCOMMODATION

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

## 29. RECALL TO WORK

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.

#### 30. REPORTING FOR DUTY

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

#### 31. JURY SERVICE

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 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.

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.

## 32. GRIEVANCE AND DISPUTES PROCEDURE

- In the event that an employee has a problem or matter of concern in connection with employment, entitlements, safety issues, etc., the employee shall, in the first instance, refer the matter to the immediate foreman who will endeavour to resolve the problem within a period of not more than two working days.
- Where resolution of the problem will take a longer time, the foreman shall keep the employee informed of progress.
- Any difference of opinion or controversy in connection with the application of this procedure which is not settled or adjusted by the foreman to the satisfaction of the parties concerned, shall be considered a dispute and must be settled in accordance with the avoidance of disputes procedure set out in the following subclauses.
- 32.4 The union and the Club agrees to undertake all reasonable steps to ensure that their officers, members and staff follow this procedure, the intention being that all disputes receive prompt attention and be resolved by conciliation without stoppage of, or interruption to, work.
- A dispute arising at job level shall be referred by the foreman to the Racecourse Manager who shall discuss the dispute with the local union delegate. Failing settlement at this level, the union delegate shall, within twenty-four hours, refer the dispute to a branch official of his union. The union organiser shall discuss the matter in dispute with the racecourse manager.

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- Where a dispute arises as a result of action by the union at a federal or branchise Agreement level, the union organiser shall discuss the matter in dispute with the racecourse manager without going through steps (32.1) to (32.5) inclusive.
- 32.7 All efforts shall be made by the Racecourse Manager and the union organiser to settle the matter. In the event that agreement cannot be reached, the union organiser shall refer the dispute to the union secretary and the Club shall refer the dispute to its industrial relations advisers.
- 32.8 In the event that agreement cannot be reached the union and the Club jointly, or either party individually, shall notify the dispute to the Industrial Registrar under the provisions of the Industrial Relations Act, 1996.
- Whilst this procedure is being followed, work shall continue normally and the status quo will prevail. The status quo means the situation existing immediately prior to the issue in dispute arising. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.

- 32.10 Nothing in this clause shall detract from rights and obligations attaching to either party arising from the provisions of the Industrial Relations Act, 1996.
  - 33 PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY
- 33.1 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.
- 33.2 To achieve such gains the parties have agreed to the measures outlined in this clause.
- 33.3 Labour Flexibility For the purpose of increasing productivity and flexibility as well as enhancing opportunities for employees:
- 33.3.1 Employees shall perform all work and operate all equipment within the classification in which they are employed and those of lower classifications.
- 33.3.2 Employees shall perform work which is incidental or peripheral to the duties of their classification, including the operation and routine maintenance of mechanical equipment.
- 33.3.3 Employees shall not impose demarcation barriers on the tasks they are to perform. Agreement provided such tasks are within the skills and competence of the employee concerned.
- 33.3.4 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned by the employer.
- 33.4 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, Consultative Committees at Rosehill and Canterbury will consider and make recommendations to the Club and the employees on training matters.
- 33.5.1 It is agreed that on the commencement of the agreement the changes to work organisation set out in Schedule 2 will occur.
- 33.5.2 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 33.1
- 33.5.3 Consultative Committees will review work practices and recommend changes with a view to improving efficiency and productivity.

#### 34 CONSULTATIVE COMMITTEES

34.1 Separate Consultative Committees will be established at Rosehill and Canterbury 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.

- 34.2 Each 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.
- 34.3 The minutes of Consultative Committee meetings will be circulated to all local employees covered by this agreement or displayed on the notice board.

#### 34A EQUAL EMPLOYMENT OPPORTUNITY

It is the intention of the parties to apply this Agreement having regard to relevant NSW and Australian laws relating to equal employment opportunity, discrimination and the like. The Sydney Turf Club has comprehensive policies in each of these areas and procedures for dealing with the application of those policies.

# 35. PROTECTIVE CLOTHING & SAFETY EQUIPMENT

- 35.1 All weekly employees will be supplied with protective clothing items by the Chibert
- 35.2 The following will be provided:

Wet weather coats and pants, rain hat, gum boots and dairy boots when called upon to work in the rain.

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Steel capped safety boots.

Gloves.

Face masks, hoods and disposable overalls as and when required.

Ear muffs, safety glasses and goggles.

Sunhats approved by the NSW Cancer Council.

Sunscreen.

Caretakers, will be issued with a uniform for the purposes of identification

35.3 A register of all items issued will be kept and each employee will be required to sign for each issue including replacement issues.

- 35.4 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.
- 35.5 Safety clothing is provided for use at work only and must not be used or worn for any other purposes.
- 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.
- 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 items.
- 35.8 It is a requirement of this agreement and in accordance with occupational health and safety requirements, issued clothing and equipment must be used at all time.

#### 36. CONTRACTORS

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

#### 37. TRAVEL BETWEEN RACECOURSES

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.

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# 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, power mower etc. allowance, tractor allowance, pesticides, weedicide allowance and eft pay allowance.
- 1.2 The annual aggregate wage payable to adults shall be:

(see attached schedules)



Wage \$	Annual Clothing Aggregate Allowance	- 14A Current
69	TOTAL	-
푠	-erprise	stered Agreemer Registrar
59 Wage	Annual Aggregate	
↔	Clothing Allowance	1.11.98

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Power Harrow	PLANT OPERATOR 3: Front End Loader (licensed) Fork Lift (licensed)	FOREPERSON: Gardener	LEADING HAND: Tractor	Cleaner	Groundsperson	CARETAKING (Shift)	Gardening Cleaning General Tractor & Mower Ops Track Crossing (plus allowance)	General Track & Maintenance	GROUNDSPERSON			₽. P.	
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	400.60	400.60	400.60		400.60	400.60			400.60	<del>6</del> 9	Clothing Allowance	2000	
	37898 90	39760 20	39687.10	w	38386.00	41/68.60			37337.30	↔	IOAL		

# 2.8 Meal Allowance

Subject to the provisions of clause 11.2: an allowance per meal as set out below.

Current	1.11.98	1.11.99	1.11.2000	
5.70	5.90	6.10	6.30	

# 3. OVERTIME SUNDAYS AND PUBLIC HOLIDAYS

#### 3.1 Overtime

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

Current	1.11.98	1.11.99	1.11.2000
17.73	18.40	19.10	19.90

# 3.2 Non-Raceday Sundays

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

Current	1,11,98	1.11.99	1.11.2000
17.73	18.40	19.10	19.90

# 3.3 Raceday Sundays

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

Current	1.11.98	1.11.99	1.11.2000 Ustriel Registrar
27.22	28.30	29.40	30.60

# 3.4 Public Holidays

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

Current	1.11.98	1.11.99	1.11,2000
17.73	18.40	19.10	19.90

# SCHEDULE 2 CHANGES TO WORK ORGANISATION

- 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.

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

DIRECTOR

Registered Enterprise Agreement

Industrial Registrar

DIRECTOR

SECRETARY

18 12 98

DATE

R. K. Kollin

THE AUSTRALIAN WORKERS UNION )

NEW SOUTH WALES BRANCH

WITNESS

DATE

STC-AWUEA2