

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 97/36

L.R.C. NO: 96/6649

DATE APPROVED/COMMENCEMENT: 20 February 1997

TERM: Expires 31 October 1998

NEW AGREEMENT OR
VARIATION: Replaces EA504/94

GAZETTAL REFERENCE: VOL 297. I.G. 21. 3. 97

DATE TERMINATED:

NUMBER OF PAGES: 17

TITLE: STC & AWU Enterprise Agreement, 1996

COVERAGE/DESCRIPTION OF

EMPLOYEES: Ground persons, Leading Hands, Foremen, Plant Operators, Truck/Tanker Drivers and employees covered by Race Club, etc, (State) Award - Rosehill and Canterbury

PARTIES: Sydney Turf Club & The AWU - FIME, Amalgamated Union, New South Wales Branch

STC & AWU ENTERPRISE AGREEMENT, 1996

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.

THE AWU-FIME AMALGAMATED UNION, Greater New South Wales Branch

1. TITLE

1.1 This agreement shall be known as the STC & AWU Enterprise Agreement, 1996

2. ARRANGEMENT

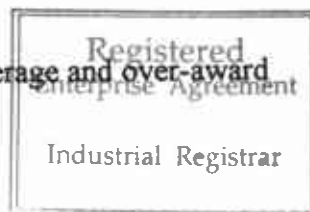
<i>Clause</i>	<i>Subject</i>
1	Title
2	Arrangement
3	Parties and Coverage
4	Operation and Duration
5	Hours of Work and Rosters
6	Aggregate Wages
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9	Allowances
10	Mixed Functions
11	Overtime & Meal Allowance
12	Sundays
13	Night Racing and Sunday Racing
14	Public Holidays
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16	Change and Meal Room
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21	Long Service Leave
22	Maternity Paternity and Adoption Leave
23	Terms of Employment
24	Payment of Wages
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27	Compassionate Leave
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29	Recall to Work
30	Report for Duty
31	Jury Service
32	Grievance and Disputes Procedure
33	Productivity, Efficiency & Flexibility
34	Consultative Committee
35	Protective Clothing & Safety Equipment
36	Contractors
37	Travel between Racecourses
Schedule 1	Aggregate Wages Overtime and Allowances
Schedule 2	Changes to Work Organisations



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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 AWU-FIME Amalgamated Union, Greater New South Wales Branch.
- 3.3 The agreement shall apply to all current and future employees of the Sydney Turf Club at its locations at Rosehill, NSW, and Canterbury, NSW, who are engaged in the 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 Relations Act 1996.
- 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 1 November, 1996, or the date of employment, whichever is the later.
- 4.3 It shall remain in force until 31 October 1998.

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 Provided that watchmen will be rostered to work an additional 6 rostered overtime hours per week.
- 5.4.1 Employees (other than watchmen) 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

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5.4.2 Watchmen will be rostered as follows:

Wednesday	- 3.00 pm to 11.00 pm	Monday	- 3.00 pm to 11.00 pm
Thursday	- 3.00 pm to 11.00 pm	Tuesday	- 3.00 pm to 11.00 pm
Friday	- 4.00 pm to 6.00 am		

5.4.3 Should the number of rostered overtime hours for Watchmen be reduced, the components of Watchmen's remuneration will be adjusted in a manner to be agreed between the parties to this enterprise agreement.

5.4.4 Track crossing attendants may be required to commence work at 4.00 am. or later.

5.5 The roster will provide on average for two consecutive days off per week to fall on either Saturday and Sunday, or Sunday and Monday.

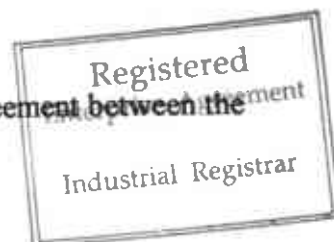
5.6 Where starting times are staggered, there shall be at least one hour between such times.

5.7 The rostered hours shall include an unpaid 30 minute meal break and, on race days, an unpaid break of one hour.

5.8 By agreement between the Club and an individual employee, the starting and finishing times may be varied provided that the daily limitation is not exceeded.

5.9 Time worked outside of the roster shall be paid as overtime.

5.10 Rosters will only be changed by 14 days' notice, or mutual agreement between the Club and the employee affected.



6. AGGREGATE WAGES

6.1 Employees will be paid the weekly equivalent of an annual aggregate wage which compensates for and includes:

- . ordinary hours
- . rostered overtime
- . penalties for Saturday work
- . over-award payments
- . service increment
- . industry allowance
- . power mower etc. allowance
- . tractor allowance
- . pesticide, weedicide allowance.
- . eft pay allowance

6.2 The following allowances and payments are not included in the aggregate wage will be paid separately:

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- . clothing allowance
- . horse handling allowance
- . first aid allowance
- . watchmen's shift 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.

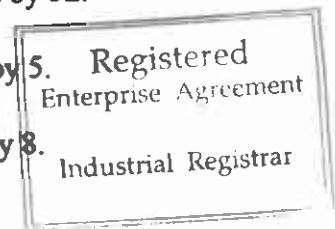
6.5.1 The weekly rate shall be calculated by dividing the annual rate by 52.

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 From the beginning of the first pay period to commence on or after 1 November, 1997, the aggregate wages and allowances set out in Schedule 1 shall be increased by 4.3%.



7. PART TIME EMPLOYEES

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

7.2 A part time employee shall be engaged for a minimum of four hours for each engagement.

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

7.4.1 Part time employees shall be paid per day at one-fifth of the weekly aggregate wages and may be required to work any of the rostered hours of full time employees.

7.4.2 Where required to work for less than a full day they shall be paid a proportion of a day's pay.

8. CASUAL EMPLOYEES

8.1 A casual employee shall be engaged by the hour and paid in accordance with Clause 24 of this Agreement.

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

9. ALLOWANCES

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

10. MIXED FUNCTIONS

- 10.1 An employee who, at Management's direction, performs work for which a higher rate of wage is prescribed, shall be paid the higher rate for the whole day.
- 10.2 An employee, who is required to perform work for which a lower rate of wage applies than that prescribed for the employee's ordinary classification, shall suffer no reduction in pay in consequence thereof.

11. OVERTIME & MEAL ALLOWANCE

- 11.1 Except as otherwise provided, all work outside of the hours provided by Clause 5, "Hours of Work and Rosters" shall be overtime and paid for at the rate set out in Schedule 1.
- 11.2 An employee required to work overtime in excess of one hour outside rostered hours without being notified the day before of a requirement to work overtime, shall either be provided with a meal by the employer or paid the sum set out in Schedule 1 and the same amount for each subsequent meal.

12. SUNDAYS

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

13. NIGHT RACING AND SUNDAY RACING

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

14. PUBLIC HOLIDAYS

- 14.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, and any other days which may be proclaimed as public holidays for the State of NSW shall be holidays and no deduction in respect of such holidays shall be made from the wages due to an employee for the week in which such holiday or holidays occurs.



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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.

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16 CHANGE AND MEAL ROOM

16.1 The employer shall provide free of charge at Rosehill and Canterbury a change and meal room furnished with lockers, tables and seats for use by employees. Such room shall be used exclusively as a change and meal room. Boiling water shall be provided, free of charge, and shall be available to employees at the commencement of meal breaks.

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 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 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.

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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.

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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.

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.

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

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

- 27.1 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

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

29. RECALL TO WORK

- 29.1 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.



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30. REPORTING FOR DUTY

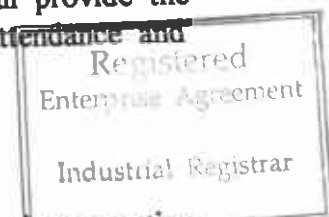
- 30.1 Employees directed to report for work on a Sunday and not being required shall be paid a minimum of four hours at overtime rates.

31. JURY SERVICE

- 31.1 An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his 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.
- 31.2 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.

32. GRIEVANCE AND DISPUTES PROCEDURE

- 32.1 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.
- 32.2 Where resolution of the problem will take a longer time, the foreman shall keep the employee informed of progress.
- 32.3 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.
- 32.5 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.
- 32.6 Where a dispute arises as a result of action by the union at a federal or branch level, the union organiser shall discuss the matter in dispute with the racecourse manager without going through steps (32.1) to (32.5) inclusive.



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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.

32.9 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.

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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, 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

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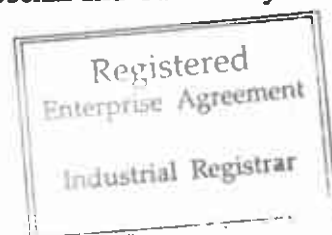
consistent with the needs of the Club. To this end, Consultative Committees at Rosehill and Canterbury will consider and make recommendations to the Club and the employees on training matters.

- 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.

35. PROTECTIVE CLOTHING & SAFETY EQUIPMENT

- 35.1 All weekly employees will be supplied with protective clothing items by the Club.
- 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.

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.

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Watchpersons, 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.
- 35.6 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.
- 35.7 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 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

- 36.1 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

- 37.1 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.



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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:

	Annual Aggregate Wage \$	Clothing Allowance \$	TOTAL \$
GROUNDSPERSON:			
General Track & Maintenance	31516.90	341.70	31858.60
Gardening			
Cleaning			
General Tractor & Mower Ops			
Watching (plus allowance)			
Track Crossing (plus allowance)			
LEADING HAND:			
Groundsperson	32376.60	341.70	32718.30
Gardener			
Cleaner			
LEADING HAND:			
Tractor	33485.70	341.70	33827.40
FOREMAN:			
Gardener	33548.00	341.70	33889.70
PLANT OPERATOR 3:			
Front End Loader (licensed)	31961.60	341.70	32303.30
Fork Lift (licensed)			
Power Harrow			
PLANT OPERATOR 2:			
Backhoe (licensed)	33955.30	341.70	34297.00
Backhoe (licensed) - leading hand	34882.30	341.70	35224.00
PLANT OPERATOR 1:			
Grader (Licensed)	37710.30	341.70	38052.00

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TRUCK/TANKER DRIVER:

4.5 tonne and above 36026.60 341.70 36368.30

13 Juniors

Junior employees shall be paid an annual aggregate wage which is following percentages of the aggregate wage applying to an adult groundsperson:

At 18 years and under	60
At 19 years and under 20 years of age	80
At 20 years and under 21 years of age	100

Provided that an employee 18 years of age and over who has completed one year's service with the Sydney Turf Club will be paid the adult rate.

1.4 Apprentices

1.4.1 The annual aggregate wage for four year apprentices will be the following percentages of the sum of the aggregate wage for an adult groundsperson and the trade qualification allowance:

1st year	58.5%
2nd year	58.5%
3rd year	68.5%
4th year	78%



1.4.2 Subject to attendance at TAFE apprentices will be rostered to work the same hours as other employees.

2. ALLOWANCES

2.1 Horse Handling Allowance

Employees required to handle horses shall be paid an allowance of \$10.70 per day or part thereof.

2.2 First Aid Allowance

Qualified employees appointed as first aid attendants by the employer shall be paid a flat non-compoundable allowance of \$11.40 per week.

2.3 Watchment's Shift Allowance

Per year \$7484.60 extra to compensate for rostered hours. Relief watchmen to be paid one fifty-second of this allowance per week when working the watchmen's roster.

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2.4 Track Crossing Attendant's Shift Allowance

Per year \$442.00 extra

2.5 Groundsperson's Trade Qualification Allowance

Groundsperson holding and using a relevant trade qualification shall be paid \$913.90 per year extra. This allowance is paid for all purposes.

2.6 Travel Allowance

Where an employee is required to use his or her own vehicle to travel between racecourses during working hours a payment of \$3.00 will be made.

2.7 Clothing Allowance

A clothing allowance of \$341.70 per year will be paid to all employees.

2.8 Meal Allowance

Subject to the provisions of clause 11.2: \$5.70 per meal.

3. OVERTIME SUNDAYS AND PUBLIC HOLIDAYS

3.1 Overtime

Overtime worked outside of rostered hours will be paid at the rate of \$17.00 per hour.

3.2 Non-Raceday Sundays

Overtime worked on non-raceday Sundays will be paid at the rate of \$17.00 per hour.

3.3 Raceday Sundays

Work on Sunday race days will be paid at the rate of \$26.10 per hour.

3.4 Public Holidays

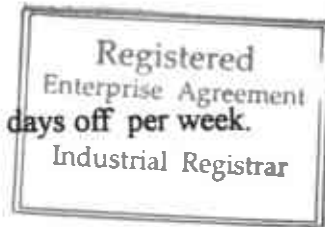
Work on a public holiday will be paid at the rate of \$17.00 per hour with a minimum payment for 4 hours plus a day off in lieu to be taken at a time mutually agreed.



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**SCHEDULE 2
CHANGES TO WORK ORGANISATION**

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



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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:)



[Handwritten Signature]
.....
SECRETARY

30/10/96
.....
DATE

THE AUSTRALIAN WORKERS UNION)
THE AWU-FIME AMALGAMATED UNION)
GREATER NEW SOUTH WALES BRANCH)

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WITNESS

30. 10. 96
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DATE



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- (c) The period of notice required by this subclause to be given shall be deemed to be service with the company for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

(iii) Time off during the notice period

- (a) During the period of notice of termination given by the company an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(v) Statement of Employment

The company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(vi) Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the company shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(vii) Department of Social Security Employment Separation Certificate

The company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

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(viii) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of Part 2 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the company may at its option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

5. Severance Pay

(i) Where an employee is to be terminated pursuant to Part 4 of this clause, subject to further order of the Industrial Relations Commission, the company shall pay the following severance pay in respect of a continuous period of service:

(a) If an employee is under 45 years of age, the company shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Age Entitlement</u>
Registered Enterprise Agreement Less than 1 year	Nil
Industrial Register 1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(c) "Weeks pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Agreement payments, shift penalties and allowances paid in accordance with this Agreement.

(ii) Incapacity to pay

Subject to application by the company and further order of the Industrial Relations Commission, the company may pay a lesser amount of severance pay than that contained in subclause (i) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the company concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the company.

(iii) Alternative Employment

Subject to an application by the company and further order of the Industrial Relations Commission, the company may pay a lesser amount of severance pay than that contained in subclause (i) above if the company obtains acceptable alternative employment for an employee.

6. Grievance And Dispute Resolution Procedures

(i) Procedures relating to grievances of individual employees

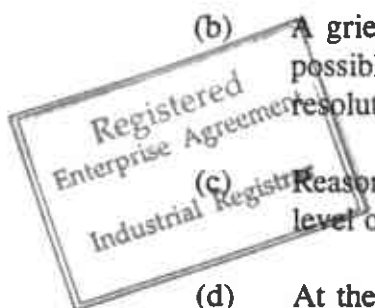
(a) The employee is required to notify (in writing or otherwise) the company as to the substance of the grievance, request a meeting with the company for bilateral discussions and state the remedy sought.

(b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

(c) Reasonable time limits must be allowed for discussion at each level of authority.

(d) At the conclusion of the discussion, the company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.

(e) While a procedure is being followed, normal work must continue.



- (f) The employee may be represented by an industrial organisation of employees.
- (ii) Procedures relating to disputes etc. between the Company and its employees
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The company may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of each procedure.

21. EXEMPTIONS

Except as to the provisions of Long Service Leave, Workers Compensation and Parental Leave legislation and subclauses (i), (ii), (iv) and (v) of clause 12, Sundays and Holidays, clause 13 Annual Leave, clause 14 Sick Leave, clause 22 Bereavement Leave, clause 23 Jury Service and clause 28 Superannuation, this Agreement shall not apply to clerks employed by the week who are in receipt of a weekly wage in excess of 15 percent above the rate of pay for Grade 1, in subclause (iii) of clause 9, Wages, from time to time effective: Provided that this exemption shall not apply to an employee whose wage is in excess of 15 percent above the rate of pay for Grade 1, as aforesaid, if such wage includes overtime payments and/or shift allowances due to him/her under this Agreement.

22. BEREAVEMENT LEAVE



- (a) An employee on weekly hiring (including part-time employees) shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, grandparents or parents-in-law. For the purposes of this subclause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother.
- (b) Provided further, an employee on weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and

on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

23.

JURY SERVICE

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify the company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the company proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

24.

NOTATIONS

Annual Holidays - See Annual Holidays Act, 1944.

Long Service Leave - See Long Service Leave Act, 1955.

Parental Leave - See Industrial Relations Act, 1991.

Right of Entry - See Industrial Relations Act, 1991.

Workers Compensation - See Workers Compensation Act, 1987, as amended.

25.

FIRST-AID ALLOWANCE

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St John Ambulance or similar body, shall be paid an allowance as set in Item 5 of Table 2 of Part B, if the employee is appointed by the company to perform first-aid duty.

26.

NOTICE BOARD

The company shall permit the union to display notices dealing with legitimate union business on notice boards provided that such notices are authorised by an accredited union representative. Any such notice not so authorised may be removed by the accredited union representative or the company.

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27. AGREEMENT DISPLAY

A copy of this Agreement shall be displayed in places readily accessible to all employees.

28. SUPERANNUATION

- (i) "Ordinary time earnings" in this clause means the employees rate of pay including any over Agreement and/or merit payments, casual loadings, penalty rates, and/or shift loadings (but excluding overtime, commission and occasional bonus payments).

"Eligible employee" in this clause means any employee employed under this Agreement who works as a full time employee, part time employee or as a casual (working regularly twelve hours or more per week). In this clause employee means eligible employee.

"The fund" in this clause shall mean the Clerical Administrative and Related Employees Superannuation Pty Ltd (CARE).

- (ii) For the purpose of this clause the fund into which payments are to be made shall be the Clerical Administrative and Related Employees Superannuation Pty Ltd (CARE).
- (iii) (a) The Company shall apply to the trustees of the fund to become a participating employer in the fund.
- (b) Each employee shall, upon being accepted by the trustees of the fund, make application to become a member of the fund.
- (iv) (a) The Company shall contribute to the fund in respect of each eligible employee an amount equal to 6% of that employee's ordinary time earnings each week.
- (b) Where an employee is absent on leave without pay, whether or not such leave is approved, no contribution from the Company shall be due in respect of that employee in respect of that period of unpaid absence.
- (c) Employees who may wish to make contributions to the fund additional to those being paid by the Company pursuant to paragraph (a) hereof shall be entitled to authorise the Company to pay into the fund from the employee's wages amounts specified by the employee. Employee contributions to the fund requested



under this paragraph shall be made in accordance with the rules of the fund.

- (v) The obligation of the Company to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the Company.
- (vi) The Company participating in the fund shall not cease participation in the fund whilst employing any employees under this Agreement.
- (vii) The Company shall pay such contributions together with any employee deductions in accordance with the requirements of the trust deed of the fund.

29.

FAMILY LEAVE

1. Use of Sick Leave

- 1.1 An employee with responsibilities in relation to a class of person set out in 1.3 (ii) who needs their care and support shall be entitled to use, in accordance with the subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- 1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support 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 step child, a foster child or 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 purposes 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 be blood relatives of the other; and

3. "household" means a family group living in the same domestic dwelling.

1.4 An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their 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 Company by telephone of such absence at the first opportunity on the day of absence.

2. Unpaid Leave for Family Purpose

2.1 An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in 1.3 (ii) above who is ill.

3. Annual Leave

3.1 To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

3.2 Access to annual leave, as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

3.3 An employee and the Company may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

4. Time Off in Lieu of Payment for Overtime



- 4.1 An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- 4.2 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.
- 4.3 A Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph 4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the Company, an employee must elect within six months of accrual, whether to take overtime worked under 4.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

5. Make-Up Time

- 5.1 An employee may elect, with the consent of the Company, 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 the Agreement, at the ordinary rate of pay.

30. DISPUTE SETTLING PROCEDURE

In the first instance any issue in dispute will be discussed and, where possible resolved between the employees and management.

When required, a delegate nominated and approved by the Federated Clerks Union of Australia NSW Branch and an appropriate Company representative will assist in the resolving of the dispute.

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Should an issue remain unresolved, the appropriate Union official and Company representative will then become involved. This may involve senior Union officials and a management meeting, as required, to seek to resolve any dispute.

If the matter still cannot be resolved, the matter will be referred to the Industrial Relations Commission of New South Wales.

There is an obligation on the Union to use its best endeavours to ensure that at all times work will continue and that consideration of the needs of the enterprise will remain as a priority.

31. OCCUPATIONAL HEALTH AND SAFETY

The company and employee bound to observe the provisions of this Agreement shall also co-operate positively in respect of obligations pursuant to the Occupational Health and Safety Act.

32.

AREA, INCIDENCE AND DURATION

This Agreement is made between Davids Limited and the Federated Clerks Union of Australia NSW Branch in respect of clerical employees working at the Company's premises at 37 Bessemer Street, Blacktown NSW.

To the extent that this Agreement is inconsistent with any other Agreement or agreement, this Agreement shall prevail.

The parties accept that the terms of this Agreement were reached without any duress.

The company and its clerical employees, members of the Union, have agreed to maintain the on-going consultation and co-operation necessary for the company to continue to efficiently meet its administration and business demands.

It shall take effect from the first pay period after ratification and shall remain in force until 27 May 1998.

Signed for and on behalf of
The Federated Clerks Union
of Australia NSW Branch:

[Handwritten signature]



Signed for and on
behalf of Davids Limited:

[Handwritten signature]

Periwe Maaazini
.....
Witness

Jh Chah J.P.
.....
Witness

PART B - MONETARY RATES

Table 1 - Wages

(1) Adults - The minimum rates of wages per week shall be as follows:

Grading	36 Hour Week	38 Hour Week
	\$	\$
Grade 5	443.50	468.10
Grade 4	467.00	492.90
Grade 3	478.30	504.90
Grade 2	487.80	514.90
Grade 1	507.70	535.90

(2) Juniors - The minimum rates of wages per week shall be as follows:

Age	36 Hour Week	38 Hour Week
	\$	\$
Under 17 years of age	208.65	220.25
At 17 years of age	251.45	265.40
At 18 years of age	298.70	315.30
At 19 years of age	333.50	352.00
At 20 years of age	385.55	406.95

(3) Weekly wages prescribed by this Agreement shall be increased by 4% from 26 May 1997:

(a) Adults - The minimum rates of wages per week shall be as follows:

Grading	36 Hour Week	38 Hour Week
	\$	\$
Grade 5	461.20	486.80
Grade 4	485.70	512.70
Grade 3	497.40	525.00
Grade 2	507.30	535.50
Grade 1	528.00	557.30

(b) Juniors - The minimum rates of wages per week shall be as follows:

Age	36 Hour Week	38 Hour Week
	\$	\$
Under 17 years of age	217.00	229.05
At 17 years of age	261.50	276.05
At 18 years of age	310.65	327.90
At 19 years of age	346.85	366.10
At 20 years of age	400.95	423.25

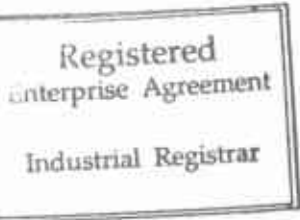


TABLE 2 - OTHER RATES AND ALLOWANCES

Item No.	Clause No.	Brief Description	Amount
1	7(iii)(b)	Meal Money (Shift Work)	\$ 7.80
2	11(iii)(a) (b)	Meal Allowance (Overtime)	\$ 7.80
3	17(iii)	Own Car Allowance: For a vehicle 1,500 cc and under For a vehicle over 1,500 cc	\$64.50/week \$79.70/week
4	17(iv)	Own Car Allowance - for use on a casual or incidental basis	44c/km
5	25	First-aid Allowance	\$ 6.80/week

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