

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA08/7

**TITLE: Australian Jockey Club Casual Barrier Attendants
Enterprise Agreement 2007-2010**

I.R.C. NO: IRC8/191

DATE APPROVED/COMMENCEMENT: 25 February 2008 / 25 February 2008

TERM: 33

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 11 April 2008

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by the Australian Jockey Club located at Royal Randwick Racecourse, Alison Road, Randwick NSW 2031 and the Warwick Farm Racecourse, who are engaged in work performed by casual barrier attendants, and who fall within the coverage of the Theatrical Employees (Recreational Grounds and Raceday Official - NSW and ACT) Award 2000.

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

THE AUSTRALIAN JOCKEY CLUB CASUAL BARRIER ATTENDANTS ENTERPRISE AGREEMENT 2007 - 2010

1. TITLE

This agreement shall be known as the Australian Jockey Club Casual Barrier Attendants Enterprise Agreement 2007 - 2010.

2. ARRANGEMENT

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3. PARTIES BOUND

The parties to this agreement are the Australian Jockey Club (AJC) and the Australian Workers' Union Greater New South Wales Branch (AWU). This agreement shall apply to work performed by casual barrier attendants employed by the Australian Jockey Club at the Randwick and Warwick Farm Race Tracks.

4. PERIOD OF OPERATION

This agreement shall come into effect on the date of approval by Industrial Relations Commission of NSW and shall remain in force until 27 November 2010. Two months prior to the expiration of this agreement, the parties agree to commence renegotiations for a subsequent agreement.

5. CONTRACT OF EMPLOYMENT

- (a) All employees covered by this agreement shall be employed on a casual basis and as such may be terminated by the giving or receiving of one hours notice by either party.
- (b) The preparation of the roster and the allocation of employees shall be made by the employer to meet the needs of the fixture.

6. RATES OF PAY

The rates of pay for this agreement shall be determined in the following manner:

- (a) The hourly rate of pay shall be an all up rate of \$36.00 per hour from the date of approval of this Agreement by the Industrial Relations Commission.
- (b) The hourly rate of pay shall be increased to \$37.00 per hour from 27 November 2008.
- (c) The hourly rate of pay shall be increased to \$38.00 per hour from 27 November 2009.

The hourly rate shall include a component for all Sunday and Public Holiday penalties except Good Friday and Christmas Day. All work on Good Friday and Christmas Day shall be paid at double rates. The hourly rate shall also include any payment that would otherwise be made for Annual Leave.

The parties to this agreement acknowledge that prior to the commencement of this agreement casual barrier attendants employed by the AJC received an hourly rate of pay which was loaded to compensate for entitlements arising from legislation applying in the State of NSW in relation to long service leave.

7. EMPLOYMENT

- (a) Employees employed on a regular basis shall be notified on their engagement by the employer prior to the date of such engagement by an agreed means. Upon request a copy of such roster shall also be supplied to the delegate or other authorised person nominated by the State Secretary of the Australian Workers Union.
- (b) The preparation of the roster and the allocation of employees shall be made by the employer to meet the needs of the fixture.

8. HOURS OF WORK (MINIMUM ENGAGEMENT)

- (a) The minimum engagement for employees under this agreement shall be three and a half hours to be worked consecutively, with the exception of engagements at jumpouts, which shall be three hours.
- (b) Where an employee is instructed by his employer to attend an inquiry conducted under the Rules of Racing on a day other than that of a racing fixture at which he/she is employed, he/she shall be paid for the time of such attendance at ordinary rates with a minimum of two hours pay, plus reasonable expenses.

9. STAFFING LEVELS

Any proposal to change the current staffing levels of Barrier Attendants shall first be referred to a meeting between the Australian Workers' Union and the Australian Jockey Club. In the event that agreement cannot be reached the matter may be referred to the Australian Industrial Relations Commission, in accordance with clause 16 Dispute Resolution Procedure.

10. ROSTERING

- (a) The Australian Jockey Club shall give at least 24 hours notice if a barrier attendant is not required to attend a race meeting, other than cancellation of a race meeting. If the required notice is not provided the minimum call shall be paid in full.
- (b)
 - (i) Barrier Attendants shall give at least 24 hours notice of non-attendance at a race meeting.
 - (ii) Failure to give the appropriate notice of non-attendance will result in a first warning and a second warning on a subsequent occasion. Failure to give appropriate notice of non-attendance on a third occasion shall result in suspension from the roster.
 - (iii) The warnings or suspension will apply unless it can be demonstrated that the occurrence was reasonably beyond the control of the individual concerned and any disagreement will invoke the dispute settling procedure of the agreement.

11. POSTPONEMENT/CANCELLATION

- (a) When a postponement/cancellation is made prior to the day of the event, employees shall not be entitled to any remuneration for that day unless they have been required to travel from the town or city in which they were engaged prior to the postponement/cancellation.
- (b) In the case of race meetings postponed on the day of the meeting, if:
 - (1) Notice of postponement or cancellation of the meeting or function is broadcast on radio or published in the press prior to 9.00am the employees shall not be paid;

- (2) The meeting is postponed or cancelled after 9.00am but prior to the employees nominated starting time, the employee shall be paid for 2 ½ hours.
- (c) An employee who is engaged to attend, and does attend a meeting or function which is postponed or cancelled after the employees nominated starting time, and the employee has commenced work, the employee shall be paid a minimum of 3 ½ hours plus hours worked in excess of 3 ½ hours.
- (d) The parties to this agreement recognise the desire of the Australian Jockey Club to implement postponement/cancellation provisions consistent with other casual employees employed on race days. Accordingly, the parties shall engage in consultation directed at achieving such provisions.

12. POSTING OF AGREEMENT AND NOTICES

- (a) The employer shall display, or make available to employees a copy of the agreement and any variation thereto in a suitable and conspicuous place for inspection by its employees.

13. FARES

- (a) Employees engaged to work at a place more than sixteen kilometres distant from the place of engagement shall be provided with transport both ways or paid the fares necessarily incurred in travelling to and from the place of engagement and place of work.
- (b) Where an employee, other than an employee who provided his/her own vehicle, is detained at work until it is too late to travel home by regular conveyance, the employer shall provide proper conveyance to the employee's home.

14. UNIFORM

- (a) Summer Uniform

The Summer uniform shall consist of:

- (i) Trousers or shorts with choice to be the employees
- (ii) Polo style shirt
- (iii) Protective cap
- (iv) Protective footwear

(b) Winter Uniform

The Winter uniform shall consist of:

- (i) Trousers
- (ii) Work shirt
- (iii) Sweat shirt
- (iv) Jacket
- (v) Protective cap
- (vi) Protective Footwear

- (c) (i) The uniform and any marketing or sponsorship attire supplied must be worn in safe and neat and tidy fashion. Any Barrier Attendant that arrives for duty without the correct uniform will not be employed for the race meeting on the first and second occurrences and on the third occurrence will be suspended from the roster for future race meetings.
- (ii) The warning or suspension will apply unless it can be demonstrated that the occurrence was reasonably beyond the control of the individual concerned and any disagreement will invoke the dispute settling procedure of the agreement.

15. AMENITIES

As part of the terms of this agreement the Australian Jockey Club agrees to make available for use by barrier attendants between races the following amenities where possible:

(a) Accommodation

A room suitable for the accommodation of race day Barrier Attendants including tables and chairs shall be provided.

(b) Coffee and Tea

Coffee and tea, facilities for boiling water, a supply of milk, cups and appropriate cutlery shall be made available in the Barrier Attendants accommodation.

(c) Meals

Sandwiches or a light meal shall be provided at an appropriate time during race meetings.

(d) Transportation

A covered vehicle appropriate for conveying the number of barrier attendants to and from the race start required for a race meeting shall be supplied.

16. DISPUTE RESOLUTION PROCEDURE

- (a) The aim of this procedure is to ensure that, during the term of this Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. At any time during the procedure an employee may elect to be represented by an official of their union. During the life of the Agreement there shall be no disruption to or cessation of normal work other than in relation to bona fide safety issue the grievance procedure shall be followed.
- (b) Where a dispute or grievance arises, or is considered likely to occur, the steps below are to be followed. In order to permit the peaceful resolution of grievances, the status quo shall remain and work shall continue as normal while the industrial grievance procedure is being followed (status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute).

Step 1

The matter is discussed between the employee(s) and the immediate supervisor involved. If the matter remains unresolved, only then, follow Step 2.

Step 2

The matter is discussed between the employee, the employee's representative if the employee so wishes and the supervisor involved. If the matter remains unresolved, only then, follow Step 3.

Step 3

The matter is discussed between the employee, the employee's representative if the employee so wishes, the supervisor and the departmental manager. If the matter remains unresolved, only then, follow Step 4.

Step 4

The matter is discussed between the departmental manager, the human resources manager and the employee's representative and/or union official if the employee so wishes. If the matter remains unresolved, only then, follow Step 5.

(Where it is agreed by the employee and departmental manager, Steps 1 to 4 above may be conducted concurrently).

Step 5

The matter is discussed between senior representatives of the AJC and the relevant union if the employer is represented by a union. The parties agree to exhaust the processes of conciliation before considering Step 6. It is also agreed that the parties will not deliberately frustrate or delay these procedures.

Step 6

Subject to the *Industrial Relations Act* 1996, in the event that the matter cannot be resolved by the above procedures it may be referred by either party to the Industrial Relations Commission of NSW.

17. NO EXTRA CLAIMS

The parties to this Agreement agree not to pursue any extra claims, for the life of this Agreement.

18. PAYMENT OF WAGES

- (a) Payment of wages may be made weekly by means of payment by cheque or electronic funds transfer.
- (b) Where electronic funds transfers are used as the method of payment, the employee shall have the right to nominate the account that the funds are to be paid into. Where this method of payment is utilised, the AJC shall bear all costs and charges incurred by such payment into the nominated account.
- (c) Funds are paid by Electronic Funds Transfers shall be transmitted by the AJC to the employee's nominated account no longer than (3) working days after the nominated pay period.
- (d) When wages are paid an employee shall be provided with a statement showing at least the gross payment and all deductions that have been made therefrom.

19. OCCUPATIONAL HEALTH AND SAFETY

- (i) The AJC prides itself on quality occupational health and safety standards. It is recognised that the benefits to be gained from effective health and safety programs are significant both in human and economic terms.
- (ii) The AJC is responsible for taking all reasonable and practical action to achieve and maintain a performance level which safeguards the health and safety of all employees in accordance with the *Occupational Health and Safety Act 2000*.
- (iii) All employees are to be involved in safety matters and hence, to contribute to the reduction of hazards. Employees are to:
 - (a) Identify and reduce the risk associated with all types of work-related events that may produce injury or illness; or
 - (b) Identify, measure and control to safe levels any physical agents in the workplace capable of causing ill health; and
 - (c) Promote the good health and welfare of employees;
 - (d) Report any perceived hazard to the immediate supervisor;
 - (e) Report any work related injury, no matter how minor to their supervisor;
 - (f) Wear any safety clothing, footwear, equipment issued and specified for the job.

- (iv) The AJC's management is committed to the continuous monitoring and upgrading of its occupational health and safety policy to ensure the highest standards are met. The AJC shall, where appropriate:
 - (a) Provide information, instructions and training of employees to increase personal understanding of safe work practices, workplace hazards and principles of hazard control; and
 - (b) Maintain a close relationship with employees and regulatory authorities in the development of standards and future strategies.
- (v) The occupational health and safety committee shall be convened subject to the provisions of the *Occupational Health and Safety Act 2000* and associated Regulations. The committee shall meet at intervals not less frequent than specified in the regulations.

20. SUPERANNUATION

Superannuation contributions made by the AJC on behalf of the employee in accordance with the *Superannuation Guarantee (Administration) Act 1992*, will be made to the ASSET Superannuation.

An employee may elect to sacrifice part of the employee's salary to be an additional superannuation contribution above the rate prescribed by the *Superannuation Guarantee (Administration) Act 1992*.

Where salary sacrifice contributions are to be made on behalf of an employee to the fund listed above, the wage rates prescribed by Table 1 of Part B shall (in respect of such an employee) include a component being the salary sacrifice contribution. That is, that part of the wage rate representing the salary sacrifice contribution chosen by the employee, shall be paid as a contribution by the employer direct to one of the funds listed above. As a consequence, the employee's taxable salary shall equal the relevant wage rate less the salary sacrifice contribution (if any). For all other purposes of the relevant wage rate applicable to this agreement shall apply.

21. ANTI-DISCRIMINATION

1. It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age
 - (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

22. SIGNATORIES

Australian Jockey Club

Australian Workers Union

Date

Date