

# **DECISION**

Fair Work Act 2009 s.185 - Application for approval of a single-enterprise agreement

#### **Australian Turf Club Limited**

(AG2024/593)

# AUSTRALIAN TURF CLUB LIMITED & AWU BARRIER ATTENDANTS ENTERPRISE AGREEMENT 2024

Racing industry

#### **DEPUTY PRESIDENT ROBERTS**

SYDNEY, 27 MARCH 2024

Application for approval of the Australian Turf Club Limited & AWU Barrier Attendants Enterprise Agreement 2024

- [1] An application has been made for approval of an enterprise agreement known as the *Australian Turf Club Limited & AWU Barrier Attendants Enterprise Agreement 2024* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Australian Turf Club Limited (**the Applicant**). The Agreement is a single enterprise agreement.
- [2] I note that the Notice of Employee Representational Rights (NERR) issue by the employer was in a form previously prescribed by the *Fair Work Regulations* 2009 (Regulations). I also observe that the NERR made reference to a proposed agreement to be known as 'Australian Turf Club & Australian Workers Union Casual Barrier Attendants Enterprise Agreement 2023'. The title of the agreement which was ultimately endorsed by a vote of employees is 'Australian Turf Club Limited & AWU Barrier Attendant Enterprise Agreement 2024'. On the basis of the submissions received by the Applicant, I am satisfied that these are minor procedural or technical errors within the meaning of s.188(5) of the Act and that employees were not likely to have been disadvantaged by the errors. I propose to disregard those errors.
- [3] The Agreement does not contain a model flexibility term compliant with the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations* 2009 is taken to be a term of the Agreement.
- [4] I am satisfied that each of the requirements of ss186, 187 and 188 as is relevant to this application for approval has been met.
- [5] I note that Clause 2.4 of the Agreement provides that the National Employment Standards (NES) is a set of minimum employment entitlements prescribed within the Fair Work Act 2009 and that any content of the Agreement relating to the provisions of the NES

applies, unless the NES provides a more favourable outcome for the employees in a particular respect. The clause further provides that nothing contained in the Agreement will undermine the provisions of the NES.

- [6] The Australian Workers' Union (AWU) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the AWU.
- [7] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 31 October 2026.



#### **DEPUTY PRESIDENT**

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# AUSTRALIAN TURF CLUB LIMITED & AUSTRALIAN WORKERS UNION

CASUAL BARRIER ATTENDANTS ENTERPRISE

AGREEMENT 2024



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1. TITLE

This Agreement shall be known as the Australian Turf Club Limited & AWU Barrier Attendants Enterprise Agreement 2024 (Agreement).

- 2. APPLICATION & COVERAGE
- 2.1 The Agreement shall cover and apply to:
  - a) the Australian Turf Club Limited (ATC) and
  - b) all employees of the ATC at Royal Randwick, Rosehill Gardens, Canterbury Park & Warwick Farm who are engaged in an occupation that is covered by a classification in this Agreement (**Employees**).
- 2.2 Subject to an Order of the Fair Work Commission, the Australian Workers' Union, the New South Wales Branch (**AWU**) will also be covered by the Agreement.
- 2.3 This Agreement will incorporate the terms of the *Racing Clubs Events Award* 2020 (**Award**) and the National Employment Standards (**NES**). Where there is any inconsistency between the terms in the Agreement and the Award, the Agreement will take precedence to the extent of the inconsistency.
- 2.4 The NES is a set of minimum employment entitlements prescribed within the Fair Work Act 2009 (Cth) (Act). Any content of this Agreement relating to the provisions of the NES applies; unless the NES provides a more favourable outcome for the employees in a particular respect. Nothing contained in this Agreement will undermine the provisions of the NES.
- OPERATION & DURATION
- 3.1 This Agreement shall come into effect seven (7) days after it has been approved by the Fair Work Commission and will have a nominal expiry date of 31 October 2026, unless varied or terminated earlier in accordance with the Act.
- 3.2 Six (6) months prior to the expiration of this Agreement, the parties agree to commence renegotiations for a subsequent Agreement.



#### CONTRACT OF EMPLOYMENT

- 4.1 All employees covered by this Agreement will be employed on a casual basis and paid for each hour worked at a rate that is in accordance with the relevant classification in Schedule 1 (Classifications) of this Agreement.
- 4.2 The employment of any Barrier Attendant may be terminated by the giving or receiving of one hours' notice by either party.
- 4.3 Barrier Attendants will be notified of their engagement by ATC prior to the date of such engagement by an agreed means.
- 4.4 The preparation of the casual roster and the allocation of employees will be made by ATC to meet the operational needs of ATC, the needs of the fixture and will meet Workplace Health Safety & Environment requirements. The roster is used to conveniently determine casual allocations and does not imply or infer an expectation of regular or ongoing employment or shifts.

#### RATES OF PAY

- 5.1 The rates of pay for this Agreement are documented in Schedule 2 (Pay Rates).
- 5.2 The hourly rate in Schedule 2 (Pay Rates) is an all-inclusive rate covering all allowances and any rate, including but not limited to allowances, 25% casual loading (in the case of Casual Employees), penalty or other amount or payment that could otherwise be payable under the Award in respect of ordinary hours worked or overtime hours, Annual leave, Personal Leave and any other incidence of the casual employment whether provided for under the Award or otherwise.

#### 6. HOURS OF WORK

- 6.1 The minimum engagement for Employees will be four (4) hours to be worked consecutively.
- 6.2 Where Jumpouts are worked consecutively with Barrier Trials at the same venue the following will apply:
  - a) a two (2) hour minimum will be paid for the Employees engaged at the Jumpouts; and



- b) a four (4) hours minimum will apply separately for the Barrier Trial engagement.
- 6.3 Where Jumpouts are worked consecutively with Barrier Trials at different ATC venues, Employees are entitled to the minimum engagements at clause 6.2 and the travel allowance prescribed in 12.1.
- 6.4 Where an Employee is instructed by ATC to attend an inquiry conducted under the Rules of Racing (as determined by the Australian Racing Board and Racing NSW) on a day other than that of a racing fixture at which he/she is employed, he/she will be paid for the time of such attendance at ordinary rates with a minimum of two (2) hours pay, plus reasonable expenses.
- 6.5 Where there are seven (7) or less racecards scheduled for a mid-week race day Monday to Friday inclusive (exclusive of night race meetings), the minimum engagement is four (4) hours and thirty (30) minutes
- 6.6 Where there are eight (8) or more racecards scheduled for a mid-week race day Monday to Friday inclusive (exclusive of night race meetings), the minimum engagement is five (5) hours.
- 6.7 The minimum hours for work on a Saturday Race Day will be six (6) hours.
- 7. NIGHT RACING
- 7.1 Employees who are required to work on a night meeting as proclaimed by Racing NSW will be engaged as per clause 6.1 and will receive a Night Racing Allowance set out in Schedule 3 (Night Racing Allowance).
- 7.2 Shift commencement times for Night Racing will be advised to Employees on notification of the roster.
- 7.3 The Night Racing Allowance applies for race meetings as proclaimed by Racing NSW for the entirety of the shift only. All work on a night race meet will be regarded as ordinary hours paid at the ordinary casual rate for all hours worked, plus the night shift allowance.
- 8. PUBLIC HOLIDAYS
- 8.1 Public Holidays are such days as proclaimed by the NSW Government.



8.2 An Employee required to work on a public holiday will be paid at the rate per hour as set out in Schedule 2 (Pay Rates).

#### ROSTERING

- 9.1 ATC will give at least 24 hours' notice if a rostered barrier attendant is not required to attend a race meeting for which they were rostered, other than because of cancellation of a race meeting. If the required notice is not provided the employee will be paid the minimum engagement as set out in clause 6.
- 9.2 A rostered Barrier Attendant will give at least 24 hours' notice of nonattendance at a race meeting or barrier trial/Jumpout for which they were rostered, except in circumstances of unpaid personal leave or compassionate leave where it was not reasonably practicable for the employee to give at least 24 hours' notice.
- 9.3 Failure to give the appropriate notice of non-attendance may result in the commencement of a disciplinary process by ATC.
- 9.4 Employees are required to record hours worked by using the Humanforce time and attendance system (or its equivalent). Employees must personally register on the system at the commencement and completion of each shift. A Barrier Attendant must not disclose or provide his or her unique code to a fellow employee, and doing so may result in ATC omitting the Employee from any future roster.
- 9.5 Time & Attendance entries require Management verification and signoff before being processed by Payroll.
- 10. POSTPONEMENT/CANCELLATION
- 10.1 When a postponement/cancellation of a race meeting, fixture, Jumpout or other event is made prior to the day of the event, Employees who were rostered to work will not be entitled to any remuneration for that day.
- 10.2 In the case of a race meeting being postponed on the day of the race meeting before the employees nominated starting time, the employee will be paid for the minimum engagement as set out in Clause 6



- 10.3 In the case of a Jumpout or trial being postponed on the day, if notice of postponement or cancellation is broadcast on radio, published in the press or is communicated directly by ATC Management by 5.30 am, the Employee's shift will not be paid. If postponement or cancellation is notified after 5.30 am on the day of a Jumpout or trial but before the Employee's nominated starting time, a minimum payment of two (2) hours will be paid.
- 10.4 An Employee who is engaged to attend, and does attend a meeting or trial which is postponed or cancelled after the Employees nominated starting time (where the employee has commenced work), the Employee will be paid a minimum of four (4) hours plus any hours worked in excess of four (4) hours.
- 10.5 An Employee who is engaged to attend, and does attend a Jumpout which is postponed or cancelled after the employees nominated starting time, and the employee has commenced work, the employee will be paid a minimum of four (4) hours.
- 11. POSTING OF AGREEMENT & NOTICES
- 11.1 ATC will take reasonable steps to 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.
- 12. TRAVEL
- 12.1 Employees engaged to work at multiple ATC sites on the same day with less than a two (2) hour break between shifts are eligible to claim reimbursement for travel costs (i.e. mileage from one racecourse to a second racecourse) as per the rate prescribed by the ATC Kilometre Reimbursement Policy as amended, varied or replaced from time to time.
- 12.2 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 will arrange for proper transportation to the employee's usual place of residence, at no cost to the employee.



- 13. UNIFORM
- 13.1 The ATC will issue employees with the following fit for purpose uniform on commencement of their employment:

#### 13.1.1 All Year Uniform

ATC Barrier Attendant uniform will consist of:

- a) Trousers (x2)
- b) Polo style shirt (x2)
- c) Protective cap
- d) Protective footwear
- e) Sweatshirt
- f) Jacket
- g) Safety vest

Note: Shorts are not part of the uniform and are not to be worn at any time during scheduled work shifts.

#### 13.1.2 Wet Weather Uniform

In addition to the All Year Uniform, the Wet Weather uniform will consist of an ATC Rain Jacket.

- 13.2 The uniform and any marketing or sponsorship attired supplied must be worn in a safe, neat and tidy fashion. It remains the responsibility of the employee to arrive at work in the correct uniform, abiding by the standards determined by ATC Management. An employee that arrives for duty without the correct uniform or in a state below the required standard may immediately be sent home without pay. If there is a second occurrence, the employee may again be sent home without pay and have a written warning issued. On the third occasion the employee may be removed from the casual resource pool and employment terminated.
- 13.3 Wet Weather uniform is to be worn during times of rain. The gear must be signed off by the employee upon being issued. The gear remains the



responsibility of the employee and will be replaced at the employee's expense if lost or damaged due to the employee's negligence or misuse.

13.4 Barrier Attendants are to ensure Management is notified when equipment has expired or been damaged and requires replacement. Management will action this request through h the regular supply channels.

#### 14. AMENITIES

14.1 As part of the terms of this Agreement the ATC agrees to make available for use by Barrier Attendants between races the following amenities where possible:

#### 14.1.1 <u>Accommodation</u>

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

#### 14.1.2 Coffee and Tea

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

#### 14.1.3 Meals

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

#### 14.1.4 <u>Transportation</u>

A covered vehicle appropriate for conveying the number of Barrier Attendants to and from the race start required for a race meeting will be supplied.

#### 15. DISPUTE RESOLUTION PROCEDURE

15.1 The aim of this procedure is to ensure that, during the term of this Agreement industrial grievance or disputes are prevented or resolved as quickly as possible and as close as practicable to the level that they occur within the workplace.



- 15.2 In the event of a dispute arising out of the implementation and/or operation of this Agreement or the NES, the following will occur:
- 15.3 The employer and the employee(s) may appoint a representative to act on their behalf at any stage in the dispute resolution procedure.

#### 15.4 Procedure:

- 15.4.1 In the first instance, the employee(s) will meet with the employee(s) direct supervisor and seek to resolve the dispute.
- 15.4.2 If the dispute is not resolved, the employee(s) will meet with the relevant department manager and such other managers as the ATC may choose to resolve the dispute.
- 15.4.3 If the dispute is not resolved, the employee(s) will meet with the Executive General Manager and such other managers as ATC may choose to resolve the dispute.
- 15.4.4 If the dispute is not resolved, and all appropriate steps have been taken under clauses 15.4.1, 15.4.2 and 15.4.3, employee(s) or their elected representative or ATC may refer the matter to the Fair Work Commission for mediation or conciliation, and if the mediation or conciliation does not resolve the dispute, for arbitration where all parties are bound by the decision, subject to any rights of appeal arising under the Act.
- 15.5 The parties will at all times confer in good faith and without delay.
- 15.6 While the above procedure is being followed, work will continue normally.
- 16. PAYMENT OF WAGES
- 16.1 Payment of wages will be made fortnightly by means of Electronic Funds
  Transfer.
- 16.2 The employee will have the right to nominate the account that the funds are to be paid into subject to providing reasonable advance notice to ATC of any preferred account details and/or change in such details. The ATC will bear all costs and charges incurred by such payment into the nominated account.



- 16.3 Funds are paid by Electronic Funds Transfers will be transmitted by the ATC to the employee's nominated account no longer than three (3) working days after the applicable pay period.
- 16.4 Payslips showing the gross payment and all deductions made each fortnight will be accessed online using the Employee Self Service system. Barrier Attendants must ensure Payroll has a valid email address for their records.
- 16.5 Pay queries raised by an employee must be done directly to the line manager or payroll team. Queries will be promptly investigated, and priority will be given to managing the queries raised in a timely manner including making any pay adjustments at the earliest opportunity.

#### 17. SUPERANNUATION

17.1 The ATC will make superannuation contributions on behalf of eligible employees to an approved superannuation fund nominated by the employee in accordance with its obligations under superannuation laws including the Superannuation Guarantee (Administration) Act 1992. If a compliant fund is not nominated by the employee, contributions will automatically be made to the designated ATC default Superannuation Fund for Casual employees.

#### 18. AGREEMENT FLEXIBILITY

- 18.1 The ATC and an employee covered by this Agreement may agree make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 18.1.1 The agreement deals with one or more of the following matters:
  - a) arrangements about when work is performed;
  - b) penalty rates;

leave loading;

- c) allowances
- 18.1.2 The arrangement meets the genuine needs of the ATC and the employee in relation to one or more of the matters mentioned in paragraph 18.1.1; and
- 18.1.3 The arrangement is genuinely agreed to by the ATC and employee without coercion or duress; and



- 18.1.4 The arrangement is only made after the individual employee has commenced employment with the ATC.
- 18.2 Where the ATC wishes to initiate the making of an individual flexibility agreement the ATC must:
  - a) give the employee a written proposal; and
  - b) if the ATC is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 18.3 The ATC must ensure that the terms of the individual flexibility arrangement result in the employee being better off overall than the employee would be if no arrangement was made.
- 18.4 The ATC must ensure that the individual flexibility arrangement:
  - a) is in writing; and
  - b) includes the name of the employer and employee; and
  - is signed by the employer and employee and if the employee is under 18
     years of age, signed by a parent or guardian of the employee; and
  - d) includes details of:
    - i. the term or terms of the Agreement that will be varied by the arrangement; and
    - ii. how the application of the Agreement term, or each Agreement term, is varied; and
    - iii. how the employee will be better off overall at the time the individual flexibility agreement is made than if the agreement had not been made; and
    - iv. states the day on which the arrangement commences; and
    - not be subject to the approval or consent of another person (except a parent or guardian if required by clause 18.3c)of this Agreement).



- 18.5 The ATC must keep the individual flexibility agreement as a time and wages record and give the employee a copy within 14 days after it is agreed to.
- 18.6 The ATC or employee may terminate the individual flexibility arrangement:
  - a) by giving no less than 13 weeks written notice to the other party to the individual flexibility agreement (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013); or
  - b) if the ATC and employee agree in writing at any time.

#### 19. CONSULTATION TERM

- 19.1 This term applies if:
  - a) the ATC has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - b) the change is likely to have a significant effect on employees of the enterprise.
- 19.2 The ATC must notify the relevant employees & their representative(s) (if any known) of the decision to introduce the major change.
- 19.3 The relevant employees may appoint a representative for the purposes of the procedures in this term at any time.
- 19.4 If:
  - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the ATC of the identity of the representative; the ATC must recognise the representative.
- 19.5 As soon as practicable after making its decision, the ATC must:
  - a) discuss with the relevant employees:
    - the introduction of the change; and
    - ii. the effect the change is likely to have on the employees; and



- iii. measures the ATC is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion provide, in writing, to the relevant employees:
  - all relevant information about the change including the nature of the change proposed; and
  - ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.
- 19.6 However, the ATC is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 19.7 The ATC must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 19.8 In this term, a major change is likely to have a significant effect on employees if it results in:
  - a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the ATC's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) job restructuring
- 20. DRUGS & ALCOHOL
- 20.1 Employees must work and be ready and willing to work without impairment due to the influence of alcohol or non-prescribed drugs (as prescribed in clause 20.8 below).
- 20.2 The unlawful consumption of drugs and/or alcohol prior to or during a work shift is not permitted by the ATC.



- 20.3 Employees must advise the ATC of any medication (prescribed or otherwise), drugs and/or alcohol which they are consuming or taking which may in any way affect their performance of their duties under the Agreement.
- 20.4 The consumption of alcohol is only permitted on premises with prior Management approval upon completion of a shift or at ATC sanctioned events.
- 20.5 If the ATC suspects on reasonable grounds that an employee has presented for work impaired by the use of alcohol, non-prescribed drugs or any controlled or illicit substance, then ATC may act, and an employee must comply with any request or direction given by ATC.
- 20.6 At the time that this Agreement is made, the Rules of Racing provides that Stewards can ".. take or cause to be taken any sample from any horse handler either prior to or after handling any horse at any race meeting, official trial, jump out or in training, provided that this power may only be exercised where a Steward reasonably suspects that a horse handler is affected by a substance banned under the Rules of Racing. Reasonably suspects means suspects on grounds which are reasonable in the circumstances".
- 20.7 Compliance to Rules of Racing is mandatory and these Rules are subject to change through the Racing Regulators.
- 20.8 If a drug and alcohol test confirms the employee is impaired by the use of alcohol, non-prescribed drugs or any controlled or illicit substance whilst at work, the employee may be subject to disciplinary action, up to and including summary dismissal.

#### 21. WAGERING/BETTING

21.1 Use of on course wagering facilities whilst on duty at any time is strictly prohibited unless the employee has prior written approval from management. Wagering facilities include all TAB and Bookmakers services on course. Betting on ATC races whilst on duty and in races where employees are acting in an official position (i.e. undertaking work as a barrier attendant) is in breach of Australian Rules of Racing Law and individuals may face immediate termination of employment if found to have breached those rules, and/or be subject to investigation by Racing NSW Stewards.



#### 22. RULES OF RACING

22.1 The position of Barrier Attendant is defined under the Rules of Racing as an 'official' role and as such is subject to an accreditation procedure through Racing NSW. Employees have a personal responsibility to remain aware of the Rules of Racing and be compliant at all times.

#### 23. TRAINING

23.1 ATC will organise training and development for Barrier Attendants to upskill and therefore will require employees to participate in training as appropriate.

#### 24. FAMILY & DOMESTIC VIOLENCE LEAVE

#### 24.1 <u>Taking Family and Domestic Violence Leave</u>

Employees shall be entitled to Family and Domestic Leave in accordance with the NES.

#### COMPASSIONATE LEAVE

- 25.1 An employee will be entitled to Compassionate Leave (also known as bereavement leave) in accordance with the NES.
- 25.2 Employees are entitled to two (2) days compassionate leave on occasion in accordance with the NES.
- 25.3 For clarity for the purposes of the Agreement, an employee's immediate family is an employee's spouse, de-facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

#### 26. LONG SERVICE LEAVE

26.1 An employee will be entitled to long service leave in accordance with the Long Service Leave Act, 1955 (NSW).

#### 27. NO EXTRA CLAIMS

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



#### 28. LEG-UP DUTIES

A barrier attendant who is designated to "Leg-Up" at a race meeting will be paid an extra thirty (30) minutes for the shift. This work is in addition to the usual role and requirements of a barrier attendant.



# 29. ENDORSEMENT OF AGREEMENT

Signed for and on behalf of ATC:

Signed:	lan
Date:	12/3/2024
Name in full (printed):	James Ross
Address:	37 Alisan del Rochad, NSW, 2031
Position title:	Head of Ray & wagery
Witnessed by:	Mayor
Witness name in full:	MOHISH NARAYAN
Witness Address:	37 Alison Road Randmick NSW, 2031

Signed for and on behalf of the Employees:

Signed:	P. Ful
Date:	2.3.24
Name in full (printed):	Dean Kanti
Address:	344 Hinsman Rd Cartlereggh 2749
Position title:	Barries Attendant
Witnessed by:	15
Witness name in full:	AMES SOLOMON
Witness Address:	8 PREEMAN 89 2170



### SCHEDULE 1 - CLASSIFICATIONS

Classification	Description
Assistant Starter	On instruction from the Starter / Assistant Starter/s, assist in implementing the operating procedures that ensure all horses are correctly and safely loaded into the barrier stalls by delegating stall numbers and duties to barrier attendants;  Also includes the work and duties of an Experienced Barrier Attendant.
Experienced Barrier Attendant	On the instruction of the Starter and/or Assistant Starter/s: Wear protective gear as required in the role; Check, adjust, replace and fit gear to horses as required; Load horses into the barrier; Work collaboratively with other Barrier Attendants to load reluctant horses and control and calm horses in the barrier; Assist jockeys at and in the barrier; Have an understanding of the Rules of Racing; Assist with the setup and placement of the barrier stalls and plastic running rails as operationally required. Attend Racing NSW Stewards enquiries when applicable. A team member recruited as a Barrier Attendant can be employed as an Experienced Attendant if they have or are currently employed as a Barrier Attendant at a provincial or country race club. The team member will also need to have extensive experience in the provincial or country areas and attained their RNSW barrier attendant accreditation.



# Introductory Barrier Attendant

Has some experience with handling horses but may have little or no experience as a Barrier Attendant or has limited experience as a Barrier Attendant either interstate or at provincial/country race meetings.

Employees classified as "introductory" will be paid at the Introductory rates for the first 40 race meetings or on achievement of 160 hours with ATC (achieved through jump outs, trials or race meeting as a Barrier Attendant).

Achievement of RNSW accreditation as a Barrier Attendant must also be met prior to being reclassified to the Experienced level. This level includes individuals who have spent a significant amount of time out of ATC or the industry.



## SCHEDULE 2 - PAY RATES

The below pay schedule outlines the flat hourly rate for all work performed by Barrier Attendants at ATC's four (4) sites.

ASSISTANT STARTER CLASSIFICATION	On Commencement (includes 25% casual loading)	From 1st full pay period on or after 1 November 2024	From 1 <sup>st</sup> full pay period on or after 1 November 2025
Monday to Friday	\$49.14	\$50.62	\$52.13
Saturday	\$55.63	\$57.30	\$59.02
Sunday	\$78.63	\$80.98	\$83.41
Public Holiday	\$88.45	\$91.11	\$93.84
EXPERIENCED CLASSIFICATION	On Commencement (includes 25% casual loading)	From 1st full pay period on or after 1 November 2024	From 1 <sup>st</sup> full pay period on or after 1 November 2025
Monday to Friday	\$46.90	\$48.30	\$49.75
Saturday	\$53.13	\$54.72	\$56.36
Sunday	\$75.03	\$77.28	\$79.60
Public Holiday	\$84.41	\$86.94	\$89.55
INTRODUCTORY CLASSIFICATION	On Commencement (includes 25% casual loading)	From 1 <sup>st</sup> full pay period on or after 1 November 2024	From 1 <sup>st</sup> full pay period on or after 1 November 2025
Monday to Friday	\$43.19	\$44.48	\$45.82
Saturday	\$48.65	\$50.11	\$51.61
Sunday	\$69.10	\$71.17	\$73.31
Public Holiday	\$77.74	\$80.07	\$82.47



#### SCHEDULE 3 - NIGHT RACING ALLOWANCE

# 3.1 Night Racing Allowance

Barrier Attendants required to work at a night race meeting will be paid the allowance set out below per meeting or part thereof.

On Commencement	From 1st full pay period on or after 1 November 2024	
\$106.33	\$109.52	\$112.80

#### SCHEDULE 4 - DEFINITIONS

Jumpouts	Jumpouts are a form of barrier practice. There are no nominations or a requirement for horses to be ridden by a licenced jockey and no distance requirement.
Barrier Trials	Barrier Trials require official nomination, horses participating must be ridden by an approved/licenced jockey wearing official racing colours for easy identification, and horses must travel a minimum distance of 740 metres.
Night Racing	Night race meeting as proclaimed by Racing NSW.
Leg-up	Legging up of jockeys (assisting Jockeys) onto their horses in the parade ring prior to a race
Public Holiday	Public Holidays are such days as proclaimed by the NSW Government