Moonee Valley Racing Club - AWU Enterprise Agreement 2022

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1. Relationship to Award

1.1 Where a term, condition or benefit is not covered by this Agreement reference shall be made to the Racing Industry Ground Maintenance Award 2020 ("the Award") as varied from time to time, which is incorporated into the Agreement.

1.2 In the event of an inconsistency between this Agreement and the Award, the terms of this Agreement will apply.

2. Parties to the Agreement

2.1 This Agreement covers and applies to the Moonee Valley Racing Club ("MVRC" or "the Club") and its employees who are engaged in the classifications set out in this Agreement.

2.2 It is the intention of the parties that this Agreement will also cover The Australian Workers' Union (AWU), who were a bargaining representative for the Agreement, in accordance with the *Fair Work Act 2009* (Cth) (Fair Work Act)

3. Period of Operation

3.1 This Agreement will commence and take effect on and from the seventh day after it is approved by the Fair Work Commission and the nominal expiry date shall be 30 June 2024.

3.2 The parties agree to commence bargaining negotiations for a successor Enterprise Agreement no later than 3 months prior to the expiry date of this current agreement.

4. Rates of Pay

4.1 Employee will receive wage increases in accordance with the following table.

Date of Increase	Amount of Increase
1 July 2022	3.5%
1 July 2023	3.5%

4.2 **Permanent Employees**

From first pay period on or after:

		Weekly Rate	
		1.7.2022	**1.7.2023**
A	Driver Horticulture / Maintenance Level 1	$1398.26	$1447.20
B	Horticulture / Maintenance Level 2	$1413.86	$1463.35
C	Horticulture / Maintenance Tradesperson or Turf Management	$1433.05	$1483.21
D	Management Level 1 – Foreman	$1887.84	$1953.91

4.3 Hourly Rates Permanent Employees

4.3.1 Ordinary Time

From first pay period on or after:

Level	1.7.2022	1.7.2023
A	$ 34.96	$ 36.19
B	$ 35.35	$ 36.58
C	$ 35.83	$ 37.09
D	$ 47.20	$ 48.85

4.3.2 Overtime (T1/2)

For the first two hours overtime and work on a Public Holiday

From first pay period on or after:

Level	1.7.2022	1.7.2023
A	$ 52.44	$ 54.29
B	$ 53.03	$ 54.88
C	$ 53.75	$ 55.64
D	$70.80	$ 73.27

4.3.3 Overtime (DT)

Work beyond first two hours and work on a Sunday

From first pay period on or after:

Level	1.7.2022	1.7.2023
A	$ 69.92	$ 72.38
B	$ 70.70	$ 73.16
C	$ 71.66	$ 74.18
D	$ 94.40	$ 97.70

4.4 Hourly Rates for Casual Employment (These rates include 25% casual loading)

4.4.1 Ordinary Time

From first pay period on or after:

Level	1.7.2022	1.7.2023
A	$ 43.71	$ 45.24
B	$ 44.19	$ 45.73
C	$ 44.79	$ 46.36

4.4.2 Overtime – (T1/2) Saturday (First 2 hours)

From first pay period on or after:

Level	1.7.2022	1.7.2023
A	$ 65.56	$ 67.85
B	$ 66.28	$ 68.60
C	$ 67.18	$ 69.53

4.4.3 Overtime (D/T) Saturday after first 2 hours and Sunday

From first pay period on or after:

Level	1.7.2022	1.7.2023
A	$ 69.92	$ 72.37
B	$ 70,69	$ 73.16
C	$ 71.66	$ 74.17

4.4.4 Overtime (D/T1/2) Public Holidays

From first pay period on or after:

Level	1.7.2022	1.7.2023
A	$ 109.25	$ 113,08
B	$ 110.46	$ 114.32
C	$ 111.98	$ 115.90

4.5 Junior Rates

Employees 18 years of age and under will be paid 75% of the appropriate adult classification.

4.6 Apprentice Rates

Year	Percentage of Tradesperson Rate
1st Year	47.5
2nd Year	60
3rd Year	75
4th Year	95

4.7 Service Grants

Years of Service	Amount paid per quarter, from the first pay period to commence on or after	
	1.7.2022	**1.7.2023**
After 6 months	$ 1056.21	$ 1093.17
1 year	$ 1122.67	$ 1161.97
2 years	$ 1187.84	$ 1229.41
5 years	$ 1273.42	$ 1317.49
10 years	$ 1339.66	$ 1386.55

4.8 Leading Hand Rates

Amount paid per week, from first pay period on or after:

Level	1.7.2022	1.7.2023
In charge of less than 3 employees	$ 29.53	$ 30.56
In charge of 3 but not more than 6 employees	$ 50.17	$ 51.92
In charge of more than 6 employees	$ 63.04	$ 65.25

4.9 Other Payments

4.9.1 Meal Allowance

An employee who is required to work overtime for one-and-a-half hours or more immediately after the completion of his or her ordinary hours of work on an ordinary working day or immediately after the completion of 8 hours of work on a Saturday, Sunday or public holiday shall be paid a meal allowance in accordance with Appendix A of this Agreement. On race meeting days the employees will instead be provided with a subsidised meal.

4.9.2 Tradesperson Tool Allowance

The allowance as set out in Appendix A is only to be paid where MVRC management directs the employee to utilise their personal tools.

4.9.3 Other allowances

Employees may be entitled to the allowances set out in Appendix A. All allowances will be indexed in line with annual increases. Daily allowances will apply where an employee has completed at least 5 hours work in any one day.

4.10 **Higher Duties**

4.10.1 An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties will, if such work exceeds a total of four hours on any day, be paid for all work done on such day at the higher rate.

4.10.2 In all other cases the employee will be paid the higher rate for the actual time worked.

5. Designated Additional Days and Leave for Additional Days Off

5.1 For the purpose of this clause, designated additional days include Saturday and Sunday races, they may include a public holiday raceday, and can also include night race meetings.

5.2 Permanent employees covered by the terms of this Agreement shall be required to work 8 designated additional days and up to 20 night race meetings.

5.3 When working these designated additional days permanent employees are remunerated at ordinary rates with no minimum hours.

5.4 As a result of working the designated additional days permanent employees shall be entitled to 20 additional paid days leave per annum

Such additional day's leave are in recognition of the requirement for employees to work 8 designated days per year and up to 20 night race meetings [and employees must work these additional days in order to receive the full 20 days of additional leave].

5.5 The rostering of such additional days off shall be subject to the operational requirements of the Club but may be accumulated up to maximum of 5 by agreement.

5.6 Any additional days leave not taken at the end of each financial year shall be paid out by the Club up to a maximum of 5 days. In the event that an employee has an entitlement greater than 5, then such days not taken shall be forfeited.

5.7 Employees who are on leave during a rostered designated additional day will be required to work such rostered designated additional days within 1 month of their return from leave.

6. Loss of Personal Clothing

MVRC shall be responsible up to a maximum of $500.00 for a single claim in respect of an employee's clothing, which may be destroyed by fire in the Club's changing house or other shelter, provided that such destruction is not caused in any way by the employee's own wilful act or neglect.

7. Occupational Superannuation

7.1 Employees will be afforded the opportunity to contribute to superannuation by way of "salary sacrifice" where requested and where the Superannuation funds allow.

7.2 In the event that an Employee does not exercise their right to choose a superannuation fund or if they fail to do so within the prescribed time, the Company will make contributions on the Employee's behalf to the stapled fund, or if one is not applicable, then to Australian Super fund, being the Company's default fund for this Agreement.

8. Hours of Work and Overtime

8.1 Casual Employment

A person is a casual employee if:

(a) an offer of employment made by the employer to the person is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and

(b) the person accepts the offer on that basis; and

(c) the person is an employee as a result of that acceptance.

8.1.1 A casual employee shall be paid at the rates provided for in clause 4.4 of this Agreement. The payment of the separate casual loading disentitles casual employees to paid leave and other benefits which legislation does not require to be provided to casual employees including paid annual, personal/carer's and compassionate leave, payment for public holidays not worked, notice of termination or redundancy pay, and any other benefits which attach to full time employment which legislation does not require to be provided to casual Employees.

8.1.2 A casual employee who reports for work and is not allowed to start shall be paid for 4 hours' work at the appropriate rates. A casual employee who attends work and does not complete their rostered shift due to personal circumstances such as illness shall only be paid for the hours actually worked.

8.1.3 It is agreed that casuals will receive the equipment and clothing, based on the needs of their employment. Casual employees must provide their own safety footwear. In the event that a casual employee is required to purchase a pair of safety boots they must be purchased through the club. Following 6 months employment where a casual employee has had a minimum of 10 rostered shifts, then that employee will be entitled to reimbursement of the costs of their safety footwear to a maximum amount equivalent to the cost which would be incurred by MVRC.

8.1.4 Casual conversion will be in accordance with, and subject to the terms of, the Fair Work Act.

8.2 **Permanent Employment**

8.2.1 Full time employees are required to work an average of 40 hours per week worked in accordance with the following conditions:

a) Eight hours per day over 5 days Monday to Friday and 8 designated days per annum, as outlined in clause 5.

b) Will be between the hours of 5.30am and 9.30pm Monday to Friday and 8 designated days per annum, as outlined in clause 5.

c) Commencing and finishing times of ordinary work once set by MVRC can be varied by mutual agreement or by MVRC giving 1 months' notice.

d) Greater flexibility may be provided in the length of working days where required and employees may, with the agreement of MVRC, vary the length of a working week by working longer days or by varying the hours.

e) In the event of inclement weather, work will continue 2 days prior and 1 day following a race meeting, where it is deemed by management that this work is required (provided it does not compromise health and safety standards) to prepare for, and/or effect repairs following, a race meeting.

f) Overtime is payable for work performed over 40 hours per week excluding designated days as provided for by clause 5 of this Agreement.

9. Night Racing

9.1 Employees will work a minimum of 8 hours at Night Race Meetings as directed by Management.

9.2 An unpaid meal break of 30 minutes will be taken by employees not more than 1 hour before the first race and subject to operational requirements.

9.3 By agreement, the start and finish times for working the day immediately following a Night Racing meeting will be 7.30am to 4.00pm. Employees not working the meeting will be required to commence at 7.30am on the working day immediately following a Night Racing meeting.

9.4 All permanent employees who are required to work a Night Racing meeting will receive payment at ordinary time from the time of commencement to 6.30pm and at the applicable penalty rate for work beyond 6.30pm.

9.5 Personal leave taken on the day of a Night Racing meeting will be paid at the normal day rate.

9.6 On the morning of a Night Racing meeting, at least 3 employees will be required to commence work at 10.00am and finish at 3.00pm. These employees will have first option to work the race meeting during which they will receive the applicable penalties and accrue 4 hours off. In the case of tradespersons, management will have flexibility in offering this first option.

10. Hours of Work During Water Restrictions

10.1 Notwithstanding anything elsewhere contained in this Agreement, the following provisions shall apply in the case of MVRC being subject to restriction or rationing in the use of water in accordance with orders or regulations approved by the appropriate lawful authority:

10.2 MVRC may require any employee to perform his or her ordinary hours of work at any time on any day other than a Sunday or non-annualised Saturdays. The following rates shall apply for the work:

10.2.1 For work performed on Mondays to Saturdays from 5.30am to 9.30pm ordinary time.

10.2.2 For work performed at all other times (other than on a Sunday) – appropriate overtime time-and-a-half rate detailed in clause 4.

11. Meal and Tea Breaks

11.1 Each employee will be allowed a meal interval of not less than 30 minutes duration, no later than 5 hours after commencing work.

11.2 Employees leaving Club premises during breaks are required to clock-off for their lunch breaks and clock-on on resumption of work following the lunch break.

11.3 An employee required to work through his or her normal meal break shall be paid at the rate of time-and-one-half rate in clause 4 until such time as he or she receives a meal break of the customary duration.

11.4 A tea break of 10 minutes duration, to be counted as time worked, shall be allowed during the morning and afternoon periods of each working day to each individual employee at a time to be arranged by MVRC.

11.5 The afternoon tea break shall not be taken where the majority of employees agree to forego the break and cease normal work 10 minutes earlier each day.

11.6 An employee working overtime shall be allowed a paid break of 20 minutes duration after each 4 hours of overtime worked if the employee continues work after such a break.

11.7 Where the period of overtime is more than an hour-and-a-half, an employee before starting overtime after ordinary hours, shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates.

11.8 MVRC and an employee may agree to any variation of the provisions of this clause to meet the circumstances of the work in hand provided that the club shall not be required to make payment in respect of any time allowed in excess of 20 minutes.

12. Overtime

12.1 All time worked outside the normal annualised hours, spread of hours or in excess of 8 hours per day shall be paid at the overtime rates contained in clause 4. Permanent employees of MVRC are to receive first option of access to overtime, as long as MVRC determines the overtime is not excessive and, as a consequence, a potential danger to health and safety.

12.2 Employees, with the agreement of MVRC, will have the ability to take time off in-lieu of overtime payments, i.e. employees may take the actual number of overtime hours worked as time off in lieu of being paid overtime, at such time as is agreed between the employee and the Club and subject to operational requirements.

13. Annual Leave (except casual employees)

13.1 An employee is entitled to 25 days (5 weeks) of paid annual leave after each completed year of service. Annual leave accrues progressively based on an employee's ordinary hours of work and is cumulative from year to year.

13.2 All annual leave shall be exclusive of the public holidays listed in this Agreement. Should any public holiday fall within the employee's annual leave, it shall be added to the period of annual leave and taken at that time.

13.3 The time of taking leave may be as mutually agreed between the Club and the Employee.

13.4 The Club shall pay each employee holiday pay in advance before the commencement of the employee's annual leave unless otherwise agreed.

13.5 17.5% annual leave loading will be paid by MVRC to employees in 4 equal instalments each quarter.

13.6 Excessive accrued leave

If the employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer may direct the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

(a) at the time the direction is given, the employee has six weeks or more of annual leave accrued: and

(b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

14. Long Service Leave

14.1 Permanent Employees on completion of 10 years continuous service with the Club shall be entitled to 13 weeks long service leave. An additional entitlement to 6.5 weeks long service leave shall accrue on completion of each subsequent period of 5 years continuous service. Employees may access pro rata entitlements after 7 years' service. The time of taking leave shall be as mutually agreed between the Club and the employee.

14.2 Casual Employees shall be entitled to long service leave in accordance with the *Long Service Leave Act 2018 (Vic)* as amended.

15. Personal/Carers Leave (except casual employees)

15.1 Full time employees are entitled to 10 standard days of paid personal/carer's leave for each completed year of service, pro-rata for part-time employees. Paid personal/carer's leave accrues progressively during a year of service based on an employee's ordinary

hours of work and is cumulative. Pro rata leave shall be available for employees with less than 1 year's service.

15.2 Employees may use their personal/carers leave for:

15.2.1 paid sick leave purposes when the employee is not fit for work because they are sick or injured; or

15.2.2 paid carer's leave purposes when the employee needs to provide care or support to a member of their immediate family, or a member of their household, who requires their care or support because of:

a) a personal illness or injury of the member; or

b) an unexpected emergency affecting the member.

15.3 A casual employee or an employee who has exhausted his or her paid personal/carer's leave entitlements is entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family or a member of the employee's household requires care and support because of a personal illness, or personal injury, or unexpected emergency affecting that person.

15.4 For the purposes of this clause, an immediate family member means an employee's spouse (including a former spouse, de facto partner or former de facto partner, where "de facto partner" means a person, who, although not legally married to the employee, lives in a relationship as a couple on a genuine domestic basis whether or not the same sex or different sexes), parent, grandparent, child, grandchild, or sibling of the employee or the employee's spouse or de facto partner.

15.5 Medical certificates or statutory declarations will be required for personal leave absences on either side of a weekend, public holiday, annual leave, long service leave, additional (designated) day off and rostered day-in-lieu. Any personal leave absence in excess of 1 day will also require a medical certificate or statutory declaration specifying the injury or illness of the person concerned.

15.6 An employee shall as soon as reasonably practicable notify the Club of the absence and the estimated duration of such absence.

15.7 If a unique situation arises where an employee exhausts his or her personal leave credits, the Club will, at its complete discretion, determine whether additional leave will be granted to the employee.

16. Compassionate Leave

16.1 An employee (other than a casual employee) is entitled to two days paid compassionate leave for each permissible occasion where the following circumstances apply;

16.1.1 to spend time with a member of their immediate family or household who;

a) contracts or develops a personal illness that poses a serious threat to his or her life; or

b) sustains a personal injury that poses a serious threat to his or her life; or

16.1.2 after the death of member or his or her immediate family or household, or the stillbirth of a child who would have been a member of the employee's immediate family or a member of the employee's household had the child been born alive;

16.1.3 after a miscarriage suffered by the employee or the employee's spouse or de facto partner.

16.2 For the purposes of this clause, an immediate family member means an employee's spouse (including a former spouse, de facto partner or former de facto partner, where "de facto partner" means a person, who, although not legally married to the employee, lives in a relationship as a couple on a genuine domestic basis whether or not the same sex or different sexes), parent, grandparent, child, grandchild, or sibling of the employee or the employee's spouse or de facto partner.

16.3 Casual employees are entitled to compassionate leave in accordance with this clause on an unpaid basis.

16.4 In granting compassionate leave, MVRC may request evidence be furnished by the employee that would satisfy a reasonable person that the leave is taken for a permitted occasion (as set out in clause 16.1) in order for payment to be made.

17. Public Holiday Rates

If any employee works on any public holidays or any day or days by Act of Parliament or Proclamation substituted for such holidays, he or she will be paid double time-and-one-half rate for each hour worked detailed in clause 4 in addition to his or her ordinary pay, unless the Public Holiday worked is deemed a designated raceday under clause 5 in this Agreement by mutual agreement.

18. Other Leave

a) An employee shall be entitled to community service leave, family and domestic violence leave and parental leave in accordance with the Fair Work Act, as amended from time to time.

19. Dispute Settlement Procedure

Disputes pertaining to the relationship between the Club and employees, the operation of the Agreement, or relating to the National Employment Standards (including provisions relating to flexible working arrangements and extending the period of unpaid parental leave) will be resolved according to this procedure.

19.1 The employee/s concerned will meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a Union delegate, or employee representative.

19.2 If the matter is not resolved at such a meeting the parties to the dispute will arrange further discussions involving more senior management as appropriate. The employee, Union delegate or employee representative may invite an official from the Union to be involved in the discussions as a further representative of the employee. The Club may also invite into the discussions an officer of the employer organisation to which the employer belongs.

19.3 If the matter cannot be resolved directly between the parties to the dispute, or if it is not practicable for the steps at 19.1 and 19.2 to be completed because of the urgency of

the dispute or for any other reason, either of the parties to the dispute may refer the matter to the Fair Work Commission to resolve the matter. The Fair Work Commission may resolve the matter by conciliation or arbitration and may grant interim relief. Any arbitrated decision of the Fair Work Commission, whether interim or final, shall be binding and the parties will abide by such decision. The Fair Work Commission may give all such directions, orders and/or recommendations and do such things necessary or expedient for the speedy and just hearing and determination of the dispute.

Until the dispute is resolved, the status quo antes will prevail, unless the employee has a reasonable concern about an imminent risk to their health or safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of the change.

20. Medical Examinations

Vaccinations for Flu, Hep A, Hep B and tetanus will be offered to all employees on an annual basis. In addition, the Club shall provide the facility of skin and hearing check-ups on a periodic basis at no cost to employees.

21. Accident and Makeup Pay

21.1 Definitions

In this clause:

"**Act**" for the purposes of this clause means the *Workplace Injury Rehabilitation & Compensation Act* 2013.

"**Accident make-up pay**" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Act, and the employee's ordinary weekly rate under clause 0 for permanent employees (pro-rated for part-time employees).

21.2 Entitlement to Accident Make-up Pay

21.2.1 MVRC will pay an employee, other than a casual employee, accident make-up pay where the employee has received an injury for which weekly payments of compensation are payable under the Act.

21.2.2 Accident make-up pay does not apply:

a) for the first five ordinary working days lost because of incapacity; and

b) for any period where the incapacity is for a period of less than five working days.

21.2.3 During any such period specified in clause 21.2.2, the provisions of the Act apply.

21.3 Cessation of Entitlement

An employee's entitlement to accident make-up pay ceases:

21.3.1 when the incapacity ceases;

21.3.2 when the employee has received a cumulative total of 52 weeks' accident make-up pay for any one injury; or

21.3.3 when there is a lump sum in redemption of weekly compensation payments under the Act.

21.4 **Termination of Employment**

Termination of the employment of an employee who is in receipt of accident make-up pay for any reason during the period of incapacity will not affect the liability of MVRC to pay accident make-up pay as provided in this clause until such time as the employee has had a total of 52 weeks' accident make-up pay for any one injury.

22. Payment of Wages

22.1 Payment of wages shall be on a fortnightly basis by electronic funds transfer (EFT). Service grants, which shall be paid quarterly, will also be paid by EFT.

If an error in payment occurs, and the value is under $150, corrective payment shall be in made in the next pay run. If the error is an amount greater than $150, an out of cycle payment shall be made.

23. Redundancy

23.1 MVRC commits to maintaining a core permanent workforce in the track, grounds and facilities areas. MVRC will endeavour to ensure that current manning levels in these areas are maintained.

23.2 Following the definite decision that MVRC no longer wishes the work the employee has been doing done by anyone (and this is not due to the customary turnover of labour) and that decision may lead to termination of employment, MVRC will give 8 weeks' notice to the affected employees and the union of proposed redundancies.

23.3 The redundancy procedure will be handled in accordance with the consultative procedure and disputes procedure.

23.4 An employee (other than a casual employee) shall be entitled to:

23.4.1 notice of termination in accordance with clause 24 of this Agreement; and:

23.4.2 a severance payment of:

a) four weeks' pay if the employee has at least 1 year but less than 2 years continuous service with MVRC;

b) six weeks' pay if the employee has at least 2 years but less than 3 years continuous service with MVRC

c) seven weeks' pay if the employee has at least 3 years but less than 4 years continuous service with MVRC

d) two weeks' pay for each year of continuous service if the employee has at least 4 years but less than ten years continuous service with MVRC

e) two weeks' pay for each year of continuous service with MVRC for the first ten years and three weeks' pay for each completed year of continuous service after the initial 10 years' continuous service.

23.5 In addition to the above pay an employee will also be entitled to pro rata long service leave after 7 years' service.

23.6 This provision is agreed in the context of the overall agreement relating to redundancy only and is not to be used as a precedent in any future claims or future agreement

23.7 No employees will have their services terminated for the life of the Agreement by forced redundancy. If MVRC no longer wishes the work the employee has been doing to be done by anyone, then MVRC shall offer redundancy on a voluntary basis. If there are no volunteers, then MVRC shall absorb the employee until a volunteer is found.

24. Termination

24.1 **Notice of Termination by MVRC**

24.1.1 In order to terminate the employment of an employee MVRC shall give to the employee (other than a casual employee) the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

24.1.2 In addition to the notice required (as above), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an extra week's notice.

24.1.3 MVRC may elect to pay in lieu of any or all of the notice period prescribed in clauses 24.1.1 and 24.1.2.

24.1.4 MVRC shall have the right to dismiss an employee without notice for conduct that justifies summary dismissal and, in such cases, the wages shall be paid up to the time of dismissal only.

24.2 **Notice of Termination by Employee**

24.2.1 The notice of termination required to be given by an employee shall be the same as that required by MVRC, except that there shall be no additional notice based on the age of the employee concerned.

24.2.2 If an employee fails to give notice, the employee will not be entitled to payment for the period of notice not worked.

25. Stand Down of Employees

MVRC may stand employees down for any part of a day during which an employee cannot usefully be employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which MVRC cannot reasonably be held responsible. If MVRC stands down an employee during a period under this clause MVRC is not required to make payments to the employee for that period. This does not break the continuity of employment of the employee for the purpose of any entitlements.

26. Occupational Health and Safety

26.1 Objectives

26.1.1 The parties to this Agreement are committed to continuous improvement in occupational health and safety (OH&S) standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety. A central aspect of this framework is the Club's aspiration to achieving SafetyMAP accreditation, which will aim to maintain a safe working environment as far as practicable.

26.1.2 SafetyMAP is an audit tool that provides the means to undertake an independent audit of the Club's health and safety management system. This will create a safer work environment and protect MVRC employees by eliminating, or better managing, health and safety hazards, consistent with the requirements of health and safety legislation.

26.1.3 The parties to this Agreement shall in addition to ensuring compliance with the *Occupational Health and Safety Act 2004* (Vic) ("the OH&S Act") (including Regulations, Code of Practice and Industry Standards), will aim to implement the best achievable level of OH&S.

26.2 Consultation Processes

26.2.1 Consultative mechanisms will be established and verifiably implemented to address OH&S issues. Such mechanisms will include:

- the election of OH&S representatives to represent workers in all health and safety matters;
- the sustained involvement of the OH&S committee.

26.2.2 The functions of the OH&S committee are aimed at creating an environment of co-operation between employer and employees and include:

- facilitating co-operation between employers and employees in instigating, developing and carrying out measures designed to secure the health and safety of employees in the workplace;
- formulating and reviewing the health and safety standards, rules and procedures that are to be carried out or complied with at the workplace, and making them known to other employees; and
- other functions as may be determined and agreed on by the committee and employer that are consistent with the OH&S Act.

26.3 Training

Employee OH&S representatives will be given paid leave to attend an approved OH&S training course. Workplace training programs, including induction and on-the-job training will outline MVRC OH&S policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise OH&S systems to identify hazards and instigate preventative actions.

26.4 Identification cards

To assist with the identification and location of employees for the purposes of OH&S, all employees are required to wear their MVRC staff identification card in a visible place at all times whilst onsite.

27. Workplace Consultation

27.1 General workplace consultation

27.1.1 To facilitate prompt resolution of issues and to avoid industrial disputation, a local committee shall be established with the number of employee representatives being no less than employer representatives.

27.1.2 Employee representatives are to be appointed by the employees and will include the shop steward.

27.1.3 Local consultative committees will investigate skills, training, work requirements, possible effects of a reduction in employee numbers, work practices and proposals to improve productivity.

27.1.4 A union official and MVRC representative may be invited to local committee when problems cannot be resolved.

27.1.5 Workplace meetings

- to facilitate effective workplace representation and to ensure that employees are appraised of their rights and responsibilities under the terms of this agreement, the Union may conduct workplace meetings with employees in their own time, or by prior arrangement with the appropriate Racecourse Manager.
- authorised meetings with respect to enterprise bargaining negotiations will be approved as paid leave.

27.2 Consultation Before Major Change or Changes to Regular Roster/Ordinary hours of work

27.2.1 This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

27.2.2 For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

27.2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

27.2.4 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 employer of the identity of the representative;

the employer must recognise the representative.

27.2.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer 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:

(i) 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.

27.2.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

27.2.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

27.2.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 27.2.2(a) and subclauses 27.2.3 and 27.2.5 are taken not to apply.

27.2.9 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 employer'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) the restructuring of jobs.

Change to regular roster or ordinary hours of work

27.2.10 For a change referred to in paragraph 27.2.1(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses 27.2.11 to 27.2.15 apply.

27.2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

27.2.12 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 employer of the identity of the representative;

the employer must recognise the representative.

27.2.13 As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

27.2.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

27.2.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

27.2.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

28. Drug and Alcohol in the Workplace

28.1 Principles

28.1.1 The parties to this agreement are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing

alcohol and drugs. The parties recognise that the misuse of drugs or alcohol in the workplace is a very serious issue.

28.1.2 Under no circumstances will any employee affected by alcohol and/or affected by any other drug be permitted to work and/operate any equipment on duty. This provision extends to employees not being permitted to consume drugs and/or alcohol during meal and rest breaks. Employees affected by alcohol and/or other drugs are a safety hazard to themselves and all others present at the work site.

28.1.3 If an employee is affected by alcohol or any other drug and is sent home to recover, he/she will not be paid for the lost time.

28.1.4 If the use of drugs and/or alcohol in the workplace is repeated, then depending upon the circumstances, the Club may take disciplinary action, which it considers to be appropriate, up to, and including dismissal, in accordance with the disciplinary procedure. The Club will ensure that the relevant employee is made aware of the availability of drug and alcohol treatment and/or counselling.

28.1.5 The Club will include pre-employment alcohol and illegal drug screening as part of the employment and selection process.

28.2 **Testing for Drugs and Alcohol**

28.2.1 The Club will provide employees with access to self-testing facilities.

28.2.2 The Club will undertake testing where required by Government statute or regulation and employees will submit to such testing.

28.2.3 The Club will be entitled to ask employees with whom there is a reasonable suspicion that they are under the influence of drugs and/or alcohol to submit to such testing. Such employees will be required to submit to such testing in order to continue working at the Club whilst such suspicion remains.

28.2.4 Any dispute or grievances, which may arise with respect to the operation of this clause, shall be dealt with under the dispute settlement procedure in this Agreement.

29. Licenses

MVRC agrees that all staff will be licensed where they are required to operate equipment. The employees will provide a copy of current licences to operate any machinery or vehicles upon request by MVRC.

30. Provision of Clothing

30.1 All employees (except casuals) shall be provided with the following, free of charge, by MVRC.

- Oilskins or PVC coat trousers, gumboots, or other protective clothing, when called upon to work in the rain
- Gum boots, gloves, overalls or shirts and trousers and goggles when required to distribute fertiliser or employed on spraying
- Sun hats with brim of approximately 10cm wide

- Approved sunglasses
- Sunscreen
- Gloves
- Woollen jumpers
- Steel capped safety boots.

30.2 When gumboots are used, they shall be washed and sterilised if required to be used by another person.

30.3 The above items will be replaced subject to fair wear and tear. Local arrangements concerning the issuing of the above will continue to apply.

30.4 Protective Clothing & Equipment

Staff will be required to wear protective clothing and use safety equipment as issued. Failure to comply with the requirement will result in disciplinary action being taken against the employee, which may ultimately lead to termination of employment where continued breaches of the Agreement occur.

30.5 A committee comprising three employees and a MVRC representative is to develop a policy of ensuring that all clothing supplied to employees is adequately monitored and worn as required.

31. Wash-Up Times

31.1 Wash-up times are 5 minutes. The employee will be permitted to leave the workplace at any time during the wash-up time period and will not have to wait until the official completion of wash-up time.

31.2 In exceptional circumstances an employee may request additional wash-up time.

32. Raceday Retirement Benefit

In respect of an employee who retires from work on the grounds of age or ill health, MVRC will allow the person to continue to gain admittance to race meetings as if he or she was still employed.

33. Training

MVRC confirms its willingness to support staff development in enhancing the skills of individuals that relate to their employment in the racing industry.

34. Position Descriptions

MVRC will provide all employees, covered by this Agreement, with position descriptions upon commencement or when an employee's role within the Club is changed.

35. Employment Identification

All employees will be provided with a photo identification card signifying that the person is an employee of the racing club. The identification will allow employees access to metropolitan racing fixtures.

36. Portability of Long Service Leave and Other Benefits

An employee transferring between any Victorian metropolitan race club will not lose continuity of service for the purposes of accrued long service leave, service grants, annual leave or redundancy unless payment has been made in lieu of these benefits.

37. Flexibility

37.1 MVRC and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the Agreement if:

37.1.1 the agreement deals with 1 or more of the following matters:

a) arrangements about when work is performed

b) overtime rates

c) penalty rates

d) allowances

e) leave loading; and

37.1.2 the arrangement meets the genuine needs of MVRC and the employee in relation to 1 or more of the matters mentioned in clause 37.1.1; and

37.1.3 the arrangement is genuinely agreed to by MVRC and the employee.

37.2 MVRC must ensure that the terms of the individual flexibility arrangement:

37.2.1 are about permitted matters under section 172 of the Fair Work Act; and

37.2.2 are not unlawful terms under section 194 of the Fair Work Act; and

37.2.3 result in the employee being better off overall than the employee would be if no arrangement had been made.

37.3 MVRC must ensure that the individual flexibility arrangement:

37.3.1 is in writing; and

37.3.2 includes the name of MVRC and employee; and

37.3.3 is signed by MVRC and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:

a) the terms of the enterprise agreement that will be varied by the agreement; and

b) how the arrangement will vary the effect of the terms; and

c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

37.3.4 states the day on which the arrangement commences.

37.4 MVRC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

MVRC or the employee may terminate the individual flexibility arrangement:

37.4.1 by giving no more than 28 days written notice to the other party to the arrangement; or

37.4.2 if MVRC and the employee agree in writing – at any time.

38. Employees on AWU Business

38.1 The MVRC recognises the role of the AWU and AWU delegates in representing their members in employment matters. The MVRC recognises that the AWU has a legitimate interest in ensuring that delegates can properly perform representative functions.

38.2 Employees to this agreement may elect up to two AWU delegates who will be recognised by MVRC as employee representatives in relation to matters pertaining to the employment relationship and this Agreement.

38.3 MVRC will release elected employee representatives from duties for such period as may be reasonably necessary for the representative to carry out their representative functions including:

38.3.1 Consulting and speaking with AWU members about matters relating to their employment, such as a grievance or dispute;

38.3.2 Consulting and conferring with officials of the AWU;

38.3.3 Consulting with the MVRC, including participating in any consultation process set out under this Agreement; and

Representing the interests of AWU members to the MVRC, and before relevant tribunals and Courts;

38.3.4 Participating in any bargaining for an enterprise agreement to replace this Agreement; and

38.4 The MVRC shall provide the AWU delegate(s) with adequate communication resources to assist in their duties. The MVRC will respect the privacy of a delegate's use of these facilities.

Such time release is subject always to the MVRC's operational requirements; however, agreement will not be unreasonably refused.

38.5 MVRC shall maintain a notice board in each lunchroom for the display of appropriate material which has been authorised by the AWU relating to workplace relations or this Agreement, provided that the document has the name of the AWU official who authorised the documents to be placed on the board.

Each Representative, upon written application to the Chief Executive or their appointed nominee, shall be granted up to 5 days' paid leave each calendar year, non-cumulative, to attend courses, seminars and conferences conducted by or endorsed by the AWU that relate to and assist with their role as a representative under this Agreement.

The application for such training must be in writing, include the nature, content and duration of the course to be attended, and an explanation of how it will assist their role as representative, and be provided with 14 days' notice of the proposed training.

The approval of such leave is subject always to the operational requirements of the MVRC, consent shall not be unreasonably withheld.

The granting of leave pursuant to this clause shall be subject to MVRC being able to make adequate staffing arrangements amongst current employees during the period of such leave and minimal disruption to the employee's normal work duties.

38.6 Leave under this clause will be paid on the basis of the wages the Employee would have received in respect of the ordinary time the Employee would have worked had they not been on leave.

38.7 Employee representatives will be granted paid leave to attend authorised Enterprise Bargaining meetings.

39. UNION FEE DEDUCTIONS

An employee may authorise the employer to make a deduction from their after-tax pay to pay the employee's Union fees. The employer will comply with that authorisation by paying the required amount to the AWU on a monthly basis, or as otherwise nominated by the employee.

Appendix A Allowances

Allowance	1/07/2022	1/07/2023	Frequency
LANDSCAPING	**20.64**	**$21.36**	Daily
WET WEATHER DIS	**63.77**	**$66.00**	Fortnightly
BACKHOE	**20.64**	**$21.36**	Daily
TOXIC	**6.77**	**$7.01**	Daily
TOOL ALLOWANCE	**84.42**	**$87.38**	Fortnightly
FIRST AID ALL	**38.81**	**$40.17**	Fortnightly
MEAL ALLOWANCE	**21.68**	**$22.44**	Daily

SIGNED on behalf and with the authority of Moonee Valley Racing Club by:

Signature of the Authorised Person: _____

Name in Full: _____

Address: _____

Authority to Sign: _____

In the presence of this Witness:

Signature of Witness: _____

Name in Full: _____

Occupation: _____

Address: _____

On this date: _____

SIGNED on behalf and with the authority of The Australian Workers' AWU by:

Signature of the Authorised Person: _____

Name in Full: _____

Address: _____

Authority to Sign: _____

In the presence of this Witness:

Signature of Witness: _____

Name in Full: _____

Occupation: _____

Address: _____

On this date: _____