



# DRAFT DETERMINATION

*Fair Work Act 2009*

s.156—4 yearly review of modern awards

## **4 yearly review of modern awards**

(AM2014/205)

## **HORSE AND GREYHOUND TRAINING AWARD 2010**

[MA000008]

Racing industry

JUSTICE ROSS, PRESIDENT  
DEPUTY PRESIDENT CLANCY  
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

*4 yearly review of modern awards – Horse and Greyhound Training Award 2010 – modern award varied.*

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Horse and Greyhound Training Award 2010* is varied as follows:

1. By deleting all clauses, schedules and appendices.
2. By inserting the clauses and schedules attached.

B. This determination comes into operation from [XX MONTH YEAR]. In accordance with s.165(3) of the *Fair Work Act 2009*, this determination does not take effect until the start of the first full pay period that starts on or after [XX MONTH YEAR].

PRESIDENT

Printed by authority of the Commonwealth Government Printer

# Horse and Greyhound Training Award 20XX

## Table of Contents

	Page
<b>Part 1— Application and Operation of this Award .....</b>	<b>3</b>
1. Title and commencement .....	3
2. Definitions.....	3
3. The National Employment Standards and this award .....	4
4. Coverage .....	4
5. Individual flexibility arrangements .....	5
6. Requests for flexible working arrangements .....	7
7. Facilitative provisions .....	8
<b>Part 2— Types of Employment and Classifications.....</b>	<b>9</b>
8. Types of employment.....	9
9. Part-time employees.....	9
10. Casual employees.....	9
<b>Part 3— Hours of Work .....</b>	<b>10</b>
11. Ordinary hours of work and rostering arrangements .....	10
12. Breaks.....	11
<b>Part 4— Wages and Allowances .....</b>	<b>11</b>
13. Classifications and minimum rates .....	11
14. Payment of wages .....	16
15. Allowances.....	17
16. Superannuation.....	18
<b>Part 5— Overtime and Penalty Rates .....</b>	<b>20</b>
17. Overtime and penalty rates .....	20
<b>Part 6— Leave and Public Holidays.....</b>	<b>21</b>
18. Annual leave .....	21
19. Personal/carer’s leave and compassionate leave.....	26
20. Parental leave and related entitlements .....	26
21. Community service leave.....	26
22. Unpaid family and domestic violence leave .....	26
23. Public holidays .....	26

<b>Part 7— Consultation and Dispute Resolution.....</b>	<b>26</b>
24. Consultation about major workplace change .....	26
25. Consultation about changes to rosters or hours of work .....	28
26. Dispute resolution .....	28
<b>Part 8— Termination of Employment and Redundancy .....</b>	<b>29</b>
27. Termination of employment.....	29
28. Redundancy.....	30
<b>Schedule A —Summary of Hourly Rates of Pay .....</b>	<b>32</b>
<b>Schedule B —Summary of Monetary Allowances .....</b>	<b>34</b>
<b>Schedule C —Supported Wage System.....</b>	<b>35</b>
<b>Schedule D —School-based Apprentices.....</b>	<b>38</b>
<b>Schedule E —Agreement to Take Annual Leave in Advance.....</b>	<b>39</b>
<b>Schedule F —Agreement to Cash Out Annual Leave.....</b>	<b>40</b>
<b>Schedule G —Part-day Public Holidays .....</b>	<b>41</b>

DRAFT

## Part 1—Application and Operation of this Award

### 1. Title and commencement

- 1.1 This award is the *Horse and Greyhound Training Award 20XX*.
- 1.2 This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.
- 1.3 A variation to this award does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

### 2. Definitions

In this award, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth).

**all-purpose rate** means the rate of pay of an employee who is entitled to an all-purpose loading. The rate is to be used when calculating any penalties or loadings.

**adult apprentice** means a person of 21 years of age or over at the time of entering into a training contract.

**apprentice** includes an adult apprentice.

**apprentice jockey** means a person who is employed as an apprentice jockey and is undertaking a recognised apprenticeship to acquire the skills and knowledge required to achieve a jockey licence.

**casual hourly rate** includes the casual loading which is payable for all purposes.

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

**employee** means national system employee within the meaning of the [Act](#).

**employer** means national system employer within the meaning of the [Act](#).

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

**horse and greyhound training industry** has the meaning given in clause 4.2.

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the [Act](#).

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client.

**RTO** means a Registered Training Organisation.

**stable foreman** means a stablehand appointed to be in charge of or directing the work of not less than 3 stablehands.

**stablehand** means a person (including a jockey) employed in the horse and greyhound training industry engaged in connection with the training and preparation of horses and engaged in grooming, feeding, handling, stabling and exercising of horses and the cleaning, care and maintenance of stables and associated training equipment and the caring of and leading in of horses at race meetings.

**standard rate** means the minimum weekly rate for the stable foreman classification in clause 13.1.

**track rider** means a person who is engaged to ride track work exclusively and may be a jockey other than a jockey who has an established arrangement with the employer with respect to race riding.

**trainer** means a person employed to oversee all aspects of training a horse or greyhound.

**training assistant** means a person employed to perform general duties in the horse and greyhound training industry being duties which are not within the duties of any other classification in this award including general labouring, cleaning, minor maintenance duties incidental or peripheral to cleaning, ordering supplies, receiving deliveries and basic clerical work.

### 3. The National Employment Standards and this award

- 3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.
- 3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.
- 3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

### 4. Coverage

- 4.1 This industry award covers employers throughout Australia in the horse and greyhound training industry and their employees in the classifications listed in clause 13—Classifications and minimum rates to the exclusion of any other modern award.
- 4.2 The **horse and greyhound training industry** means the business, calling or occupation of the training and preparation of animals for the thoroughbred, trotting,

harness and greyhound racing industries and covers the functions of pre-training, grooming, feeding, handling, stabling and exercising of animals, the cleaning, care and maintenance of stables and associated training equipment and the care and leading in of horses at race meetings

- 4.3 This award does not cover apprentice jockeys when they are undertaking work in accordance with a trial or race riding arrangement for which they receive payment. For example, if an apprentice jockey is engaged in race riding at a race meeting for which they receive a payment they would not be entitled to wages or allowances under the award in respect of their attendance at the race meeting and undertaking that work.
- 4.4 This award covers any employer which supplies labour on an on-hire basis in the horse and greyhound training industry in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. Clause 4.4 operates subject to the exclusions from coverage in this award.
- 4.5 This award covers employers which provide group training services for trainees engaged in the horse and greyhound training industry and/or parts of that and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clauses 4.1 and 4.2 are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.
- 4.6 This award does not cover:
- (a) employees excluded from award coverage by the [Act](#);
  - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
  - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.
- 4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.

## 5. Individual flexibility arrangements

- 5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

- (a) arrangements for when work is performed; or
- (b) overtime rates; or
- (c) penalty rates; or
- (d) allowances; or
- (e) annual leave loading.

**5.2** An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

**5.3** An agreement may only be made after the individual employee has commenced employment with the employer.

**5.4** An employer who wishes to initiate the making of an agreement must:

- (a) give the employee a written proposal; and
- (b) if the employer 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.

**5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

**5.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and
- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

**5.7** An agreement must be:

- (a) in writing; and
- (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

**5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

**5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.

- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

- 5.12** An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 5.13** The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

## **6. Requests for flexible working arrangements**

### **6.1 Employee may request change in working arrangements**

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the [Act](#).

NOTE 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the [NES](#) provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

### **6.2 Responding to the request**

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.



NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

### **6.3 What the written response must include if the employer refuses the request**

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

### **6.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### **6.5 Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 26—Dispute resolution.

## **7. Facilitative provisions**

- 7.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
11.5	Ordinary hours of work and rostering—changes to roster	An individual
17.4	Time off instead of payment for overtime	An individual
18.5	Annual leave in advance	An individual
18.10	Cashing out of annual leave	An individual
23.2	Substitution of public holidays	An individual

## Part 2—Types of Employment and Classifications

### 8. Types of employment

8.1 Subject to clause 10—Casual employees, employees under this award will be employed by the week in one of the following categories:

- (a) full-time employment;
- (b) part-time employment; or
- (c) casual employment.

8.2 At the commencement of their employment the employer will inform each employee of their type of employment (i.e. full-time, part-time or casual).

### 9. Part-time employees

9.1 A part-time employee:

- (a) is engaged to work less than 38 ordinary hours per week; and
- (b) works a regular pattern of hours from week to week.

9.2 The terms of this award apply pro rata for part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

### 10. Casual employees

10.1 A casual employee is one engaged by the hour and paid as such.

10.2 Casual employees may only be engaged in the following circumstances:

- (a) to meet short term work needs; or
- (b) to carry out work in emergency circumstances; or

(c) to perform work unable to be practicably rostered to a permanent employee.

**10.3** A casual employee must be engaged:

- (a) for a minimum daily period of 3 hours; and
- (b) not more than once on each day.

**10.4** If a casual employee is given notice or dismissed at other than the normal place of employment the employee must be entitled to transport or return fares to the usual place of employment.

**10.5 Casual loading**

- (a) For each ordinary hour worked, a casual employee must be paid:
  - the appropriate minimum hourly rate (see clause 13—Classifications and minimum rates); and
  - a loading of **25%** of the appropriate minimum hourly rate.
- (b) A casual employee will not be entitled to any of the leave or public holiday benefits applying to full-time employees.
- (c) The loading constitutes part of the casual employee's all-purpose rate.

**10.6 Casual conversion to full-time or part-time employment**

- (a) A casual employee who has been employed on a regular pattern of hours in 12 consecutive weeks must after that time have the right to elect to be engaged as a permanent employee if the employment on a regular pattern of hours continues into the next consecutive week.
- (b) Any eligible employee that elects to convert must thereafter be treated for all purposes of this award as a full-time or part-time employee, as the case may be.
- (c) An employee must not be engaged or re-engaged as a casual employee under clause 10 to avoid any obligation under this award.

## **Part 3—Hours of Work**

**11. Ordinary hours of work and rostering arrangements**

**11.1** The ordinary hours of work are 38 hours per week.

**11.2** The ordinary hours are to be rostered on Monday to Saturday in:

- (a) 5 full days; or
- (b) 4 full days and 2 half days.

**11.3** An employee rostered to work ordinary hours on 2 half days cannot be required to work after 12 noon as part of their ordinary hours.

**11.4** A roster setting out the 5 days or the 4 days and 2 half days to be worked in any one week, Monday to Saturday, by each employee must be posted up on Monday of the preceding week.

**11.5** By arrangement with the employer, stablehands may agree to change their rostered half days off in any week. This agreement must be in writing.

**12. Breaks**

**12.1 Paid rest break**

One paid 15 minute break, to be counted as time worked, must be allowed during the morning period of each working day to each individual employee at a time to be arranged by the employer in consultation with the employees.

**12.2 Unpaid meal break**

For all employees rostered to work more than 6 hours, one 30 minute unpaid meal break is to be taken between hour 5 and hour 6 of the shift at a time arranged by the employer following consultation with employees.

**Part 4—Wages and Allowances**

**13. Classifications and minimum rates**

**13.1** An employer must pay adult employees the following minimum rates for ordinary hours worked by the employee:

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Stable employee (on commencement with employer)	740.80	19.49
Stablehand Grade 1 (after 3 months' continuous employment with the employer)	762.10	20.06
Stablehand Grade 2 (who has at least 2 years in the industry and whose duties are above those required of a Grade 1 employee)	791.30	20.82
Track rider <sup>1</sup>	791.30	20.82
Stable foreman	862.50	22.70

<b>Employee classification</b>	<b>Minimum weekly rate (full-time employee)</b>	<b>Minimum hourly rate</b>
	<b>\$</b>	<b>\$</b>
Training assistant	889.50	23.41
Trainer	941.10	24.77

<sup>1</sup> The minimum rate payable to an apprentice jockey is to be calculated by applying the relevant percentage in clause 13.4(a)(i), 13.4(a)(ii) and 13.4(b) or 13.4(c) to the track rider minimum weekly rate.

NOTE: See Schedule A—Summary of Hourly Rates of Pay for a summary of hourly rates of pay including overtime and penalty rates.

**13.2 Deductions from wages**

If board and lodging are provided for permanent employees on or adjacent to the employer’s property, the employer may deduct from the employee’s earnings a reasonable amount to be mutually agreed upon, as the charge for board and lodging.

**13.3 Junior employees**

(a) The minimum weekly rate to be paid to any unapprenticed employee, including any probationary apprentice, under 21 years of age, is a percentage of the relevant minimum rate in clause 13.1 determined in accordance with the following table:

<b>Age</b>	<b>% of relevant minimum rate</b>
15 years	55
16 years	60
17 years	65
18 years	70
19 years	80
20 years of age	95

- (b) The weekly rate is to be rounded to the nearest 10 cents.
- (c) An employee must produce either a birth certificate or a statutory declaration to confirm the employee’s age, if required by the employer.

**13.4 Apprentice minimum wages**

(a) An apprentice except as provided for in clause 13.4(a)(ii) and 13.4(c) must be paid a minimum of the following percentage of the minimum rate of the relevant classification in clause 13.1 determined in accordance with the following table:

(i) **Apprentices who have not completed year 12**

<b>Relevant attribute of the person at the time of entering into a training agreement as an apprentice</b>		
<b>Year of apprenticeship</b>	<b>% of minimum rate for relevant classification</b>	<b>Apprentice jockey minimum weekly rate</b>
		<b>\$</b>
1st year	50	395.65
2nd year	60	474.78
3rd year	75	593.48
4th year	90	712.17
Adult apprentice in 1st year <sup>1</sup>		633.04
Adult apprentice in 2nd and subsequent years <sup>1</sup>		740.80

<sup>1</sup> Commencing after 1 January 2014.

(ii) **Apprentices who have completed year 12**

<b>Relevant attribute of the person at the time of entering into a training agreement as an apprentice</b>		
<b>Year of apprenticeship</b>	<b>% of minimum rate for relevant classification</b>	<b>Apprentice jockey minimum weekly rate</b>
		<b>\$</b>
1st year	55	435.22
2nd year	65	514.35
3rd year	75	593.48
4th year	95	751.74
Adult apprentice in 1st year <sup>1</sup>		633.04
Adult apprentice in 2nd and subsequent years <sup>1</sup>		2nd & 3rd year: 740.80 4th year: 751.74

<sup>1</sup> Commencing after 1 January 2014.

(b) An adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be paid:

(i) **80%** of the minimum rate of the relevant classification in clause 13.1; or

- (ii) the rate prescribed by clause 13.4(a) for the relevant year of the apprenticeship,  
whichever is the greater.
- (c) An adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be paid:
  - (i) the rate for the lowest adult classification in clause 13.1; or
  - (ii) the rate prescribed by clause 13.4(a) for the relevant year of the apprenticeship,  
whichever is the greater.
- (d) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum rate by virtue of entering into the training agreement, provided that:
  - (i) the person has been an employee in that enterprise for at least 6 months as a full-time employee; or
  - (ii) 12 months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship.
- (e) For the purpose of fixing a minimum rate in circumstances described in clause 13.4(d) only, the adult apprentice must continue to receive the minimum rate that applies to the classification specified in clause 13.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (f) Clause 13.4(a) will be effective from 1 January 2010. The retrospective application of clause 13.4(a) is not to result in a reduction in the take-home pay that has been paid by the employer to any apprentice who may have been covered by this award at the relevant time.

### **13.5 Apprentice conditions of employment**

- (a) Except where otherwise stated, all conditions of employment specified in this award apply to apprentice jockeys.
- (b) The employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from training where an apprentice is required to attend block release training for:
  - (i) training identified in or associated with their training contract; and
  - (ii) training requires an overnight stay.
- (c) Clause 13.5(b) will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (d) For the purposes of 13.5(b), excess reasonable travel costs include:

- (i) the total costs of reasonable transportation (including transportation of tools where required); and
  - (ii) accommodation costs incurred while travelling (where necessary); and
  - (iii) reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- (e) For the purposes of 13.5(b) excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (f) The amount payable by an employer under 13.5(b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received assistance or their employer has advised them in writing of the availability of assistance.
- (g) All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, will be reimbursed by the employer:
- (i) within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
  - (ii) within 3 months of the commencement of the training provided by the RTO, whichever is the later,
- unless there is unsatisfactory progress.
- (h) An employer may meet its obligations under clause 13.5(g) by paying any fees and/or cost of textbooks directly to the RTO.
- (i) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. Clause 13.5(i) operates subject to the provisions of Schedule D—School-based Apprentices
- (j) No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at the RTO, as required by any statute, award, regulation or the contract of training applicable to them.
- (k) The notice of termination provisions of the [NES](#) apply to apprentices.

### 13.6 Higher duties

- (a) An employee required by the employer to perform the duties of a position at a higher classification level for 4 hours or longer, must be paid the rate applicable to that higher level for all work done on that day.
- (b) In all other cases the employee must be paid the higher rate for the actual time worked.



**13.7 Supported wage system**

For employees who because of the effects of a disability are eligible for a supported wage, see Schedule C—Supported Wage System

**13.8 School-based apprentices**

For school-based apprentices, see Schedule D—School-based Apprentices

**13.9 National training wage**

- (a) Schedule E to the [Miscellaneous Award 20XX](#) sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the [Miscellaneous Award 20XX](#) as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the [Miscellaneous Award 20XX](#) is to be read as referring to the *Horse and Greyhound Training Award 20XX* and not the [Miscellaneous Award 20XX](#).

**14. Payment of wages**

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

- 14.1 Wages must be paid once weekly or once fortnightly at the discretion of the employer and with the consent of the employee.
- 14.2 Wages may be paid by cash or cheque or be transferred directly to the employee’s bank account.
- 14.3 An employer will keep no more than 2 days’ pay in hand for full-time and part-time employees. Casual employees’ wages will be paid in full.
- 14.4 Payment is to be made on a nominated day between Monday and Friday. If payday falls on a public holiday payment must be made the day before.

**14.5 Payment on termination of employment**

- (a) The employer must pay an employee no later than 7 days after the day on which the employee’s employment terminates:
  - (i) the employee’s wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 14.5(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

NOTE 1: Section 117(2) of the [Act](#) provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 14.5(b) allows the Commission to make an order delaying the requirement to make a payment under clause 14.5. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the [Act](#), may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

## 15. Allowances

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**15.1** An employer must pay to an employee the allowances the employee is entitled to under clause 15.

NOTE: See Schedule B—Summary of Monetary Allowances for a summary of monetary allowances and method of adjustment.

### 15.2 Expense-related allowances

#### (a) Racecourse attendance allowance

Every employee who is required to attend a race meeting must be paid a racecourse attendance allowance calculated as follows:

- (i) where the racecourse is situated within 75 kilometres of the employee's place of employment: **\$23.70**;
- (ii) where the racecourse is more than 75 kilometres from the employee's place of employment, the allowance in clause 15.2(a)(i) plus **\$5.58** for each additional 50 kilometres or part thereof that the racecourse is situated from the place of employment.

#### (b) Transport allowance

In addition to the allowance in clause 15.2(a), every employee who is required to attend a race meeting and perform work covered by the award must, if the horse is floated, be reimbursed an amount equal to the cost of fares reasonably spent by the employee in travelling from the employee's usual place of work to the race meeting. The transport allowance is not payable if the employer supplies transport.

**(c) Meal allowances**

- (i) An employee must be paid an allowance of **\$11.98** for each meal when required to attend a race meeting unless the employer supplies the meal.
- (ii) An employee must be paid an allowance of **\$14.62** for each meal when required to work overtime for more than one and a half hours without being notified on the previous day or earlier.
- (iii) If an employee is notified on the previous day or earlier of a requirement to work overtime for more than one and a half hours and provides their own meal but is subsequently not required to work overtime or is required to work less overtime than advised, the employee must be paid the allowance in clause 15.2(c)(ii).

**(d) Travel allowance**

The employee must be paid their reasonable out-of-pocket expenses before leaving the employer's premises where in the course of the employment an employee is:

- (i) required to live and sleep at some place other than the employee's normal place of residence; or
- (ii) required by the employer to travel.

**(e) Protective clothing and footwear**

- (i) Where it is necessary that an employee wear gumboots, waterproof coats, waterproof half-coats and waterproof trousers, the employer must reimburse the employee for the costs of purchasing clothing not supplied by the employer.
- (ii) Where protective clothing is supplied without cost to the employee, it will remain the property of the employer. In the event of an employee leaving, or being employed where clothing is not required, the protective clothing must be returned to the employer in good condition, fair wear and tear excepted.

**(f) Boots, cap and vest allowance**

Track riders (including people required to drive or ride horses) must be paid an allowance of **\$5.46** per week to subsidise the cost of an employee providing their own suitable skullcap, safety vest and riding boots as required.

## **16. Superannuation**

### **16.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the

superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

#### **16.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

#### **16.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 16.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 16.3(a) or 16.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 16.3(a) or 16.3(b) was made.

#### **16.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 16.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 16.2 and pay the amount authorised under clauses 16.3(a) or 16.3(b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) HOSTPLUS;
- (c) SunSuper;
- (d) AMP Superannuation Savings Trust;
- (e) Nationwide Superannuation Fund;
- (f) CareSuper;
- (g) any superannuation fund, to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008,

provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Overtime and Penalty Rates

### 17. Overtime and penalty rates

**17.1** All work performed in excess of or outside the ordinary hours prescribed in clause 11—Ordinary hours of work and rostering arrangements, of this award must be paid at **150%** of the relevant minimum hourly rate for the first 3 hours and **200%** for the rest of the overtime.

**17.2** An employee required to work on a Sunday must be paid for all such work at **200%** of the relevant minimum hourly rate for a minimum of 3 hours.

**17.3** An employee directed to stand by in readiness to work outside the ordinary hours or to do watch keeping or guard duties outside the ordinary working hours will, until released, be paid at overtime rates for all time so engaged.

#### 17.4 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE 1: By making an agreement under clause 17.4 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

EXAMPLE 2: By making an agreement under clause 17.4 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 1.5 hours' time off and payment of 1 hour at **150%** of the minimum hourly rate.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 17.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 17.4(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 17.4 will apply for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the [Act](#) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the [Act](#)).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 17.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 17.4.

## Part 6—Leave and Public Holidays

### 18. Annual leave

18.1 Annual leave is provided for in the [NES](#). Annual leave does not apply to casual employees.

### 18.2 Payment for annual leave

Before the start of the employee's annual leave the employer must pay the employee:

- (a) notwithstanding the base rate of pay referred to in section 90(1) of the [Act](#), the amount the employee would have earned for working their normal hours, exclusive of overtime, had they not been on leave; and
- (b) an additional loading of **17.5%** of the relevant minimum rate for the period of leave.

NOTE: Where an employee is receiving over-award payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see sections 16 and 90 of the [Act](#)).

### 18.3 Payment for annual leave on termination

Where an employee is entitled to a payment on termination of employment pursuant to section 90(2) of the [Act](#), the amount is to be calculated in accordance with clause 18.2(a) above.

### 18.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 18, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

### 18.5 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 18.5 is set out at Schedule E—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 18.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 18.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 18.6 Close down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month's notice in writing of an intention to apply the provisions of clause 18.6. In the case of any employee engaged after notice has been given, notice must be given to that employee on the date of their engagement.
- (b) Where an employee has been given notice pursuant to clause 18.6(a) and the employee has:



- (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- (c) Public holidays that fall within the period of close down will be paid as provided for in this award and will not count as a day of annual leave or leave without pay.

**18.7 Excessive leave accruals: general provision**

NOTE: Clauses 18.7 to 18.9 contain provisions, additional to the [NES](#), about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 18.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 18.9 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

**18.8 Excessive leave accruals: direction by employer that leave be taken**

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 18.7(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 18.8(a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 18.7, 18.8 or 18.9 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and



- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 18.8(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 18.8(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 18.8(d) may result in the direction ceasing to have effect. See clause 18.8(b)(i).

NOTE 2: Under section 88(2) of the [Act](#), the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### **18.9 Excessive leave accruals: request by employee for leave**

- (a) Clause 18.9 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 18.7(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under clause 18.9(b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 18.8(a) that, when any other paid annual leave arrangements (whether made under clause 18.7, 18.8 or 18.9 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under clause 18.9(b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 18.7, 18.8 or 18.9 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (e) An employee is not entitled to request by a notice under clause 18.9(b) more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under clause 18.9(b).

**18.10 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 18.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 18.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 18.10 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 18.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 18.10 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 18.10.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 18.10.

NOTE 3: An example of the type of agreement required by clause 18.10 is set out at Schedule F—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule F—Agreement to Cash Out Annual Leave.

## **19. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the [NES](#).

## **20. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the [NES](#).

## **21. Community service leave**

Community service leave is provided for in the [NES](#).

## **22. Unpaid family and domestic violence leave**

Unpaid family and domestic violence leave is provided for in the [NES](#).

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

## **23. Public holidays**

**23.1** Public holidays are provided for in the [NES](#).

**23.2** An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the [NES](#).

**23.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the [NES](#).

**23.4** If an employee works on a public holiday, and another day has not been substituted pursuant to the previous clause, the employee will be paid at **200%** of the employee's minimum hourly rate for all hours worked.

### **23.5 Part-day public holidays**

For provisions relating to part-day public holidays see Schedule G—Part-day Public Holidays.

## **Part 7—Consultation and Dispute Resolution**

### **24. Consultation about major workplace change**

- 24.1** If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
  - (b) discuss with affected employees and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on employees; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 24.2** For the purposes of the discussion under clause 24.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on employees; and
  - (c) any other matters likely to affect employees.
- 24.3** Clause 24.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 24.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 24.1(b).
- 24.5** In clause 24 **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
  - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - (c) loss of, or reduction in, job or promotion opportunities; or
  - (d) loss of, or reduction in, job tenure; or
  - (e) alteration of hours of work; or
  - (f) the need for employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.
- 24.6** Where this award makes provision for alteration of any of the matters defined at clause 24.5, such alteration is taken not to have significant effect.

## **25. Consultation about changes to rosters or hours of work**

- 25.1** Clause 25 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 25.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 25.3** For the purpose of the consultation, the employer must:
- (a)** provide to the employees and representatives mentioned in clause 25.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
  - (b)** invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 25.4** The employer must consider any views given under clause 25.3(b).
- 25.5** Clause 25 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **26. Dispute resolution**

- 26.1** Clause 26 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).
- 26.2** The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 26.3** If the dispute is not resolved through discussion as mentioned in clause 26.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 26.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 26.2 and 26.3, a party to the dispute may refer it to the Fair Work Commission.
- 26.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 26.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 26.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 26.

- 26.8** While procedures are being followed under clause 26 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 26.9** Clause 26.8 is subject to any applicable work health and safety legislation.

## Part 8—Termination of Employment and Redundancy

### 27. Termination of employment

NOTE: The [NES](#) sets out requirements for notice of termination by an employer. See sections 117 and 123 of the [Act](#).

#### 27.1 Notice of termination by an employee

- (a) Clause 27.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

<b>Column 1</b>	<b>Column 2</b>
<b>Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

- (c) In clause 27.1(b) **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 27.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.

- (e) If the employer has agreed to a shorter period of notice than that required under clause 27.1(b), then no deduction can be made under clause 27.1(d).
- (f) Any deduction made under clause 27.1(d) must not be unreasonable in the circumstances.

## 27.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 27.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 28. Redundancy

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119 to 123 of the [Act](#).

### 28.1 Transfer to lower paid duties on redundancy

- (a) Clause 28.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
  - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 28.1(c).
- (c) If the employer acts as mentioned in clause 28.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

### 28.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 28 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.

- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

**28.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 28.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 28.3(b).
- (d) An employee who fails to produce proof when required under clause 28.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 27.2.



**Schedule A—Summary of Hourly Rates of Pay**

**A.1 Full-time and part-time employees**

**A.1.1 Full-time and part-time employees—ordinary and penalty rates**

Employee classification	Ordinary hours	Public holiday
	% of minimum hourly rate	
	100%	200%
	\$	\$
Stable employee (on commencement with employer)	19.49	38.98
Stablehand Grade 1 (after 3 months' continuous employment with the employer)	20.06	40.12
Stablehand Grade 2 (who has at least 2 years in the industry and whose duties are above those required of a Grade 1 employee)	20.82	41.64
Track rider	20.82	41.64
Stable foreman	22.70	45.40
Training assistant	23.41	46.82
Trainer	24.77	49.54

**A.1.2 Full-time and part-time employees—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	% of minimum hourly rate			
	150%	200%	200%	200%
	\$	\$	\$	\$
Stable employee (on commencement with employer)	29.24	38.98	38.98	38.98
Stablehand Grade 1 (after 3 months' continuous employment with the employer)	30.09	40.12	40.12	40.12
Stablehand Grade 2 (who has at least 2 years in the industry and whose duties are above those required of a Grade 1 employee)	31.23	41.64	41.64	41.64
Track rider	31.23	41.64	41.64	41.64
Stable foreman	34.05	45.40	45.40	45.40

	Monday to Saturday		Sunday	Public holiday
	First 3 hours	After 3 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Training assistant	35.12	46.82	46.82	46.82
Trainer	37.16	49.54	49.54	49.54

**A.2 Casual employees**

**A.2.1 Casual hourly rate** includes the casual loading which is payable for all purposes.

**A.2.2 Casual employees—hourly rates and penalty rates**

	<b>Casual hourly rate</b>
	<b>% of casual hourly rate</b>
	<b>100%</b>
	<b>\$</b>
Stable employee (on commencement with employer)	24.36
Stablehand Grade 1 (after 3 months' continuous employment with the employer)	25.08
Stablehand Grade 2 (who has at least 2 years in the industry and whose duties are above those required of a Grade 1 employee)	26.03
Track rider	26.03
Stable foreman	28.38
Training assistant	29.26
Trainer	30.96

## Schedule B—Summary of Monetary Allowances

See clause 15—Allowances for full details of allowances payable under this award.

### B.1 Expense-related allowances

**B.1.1** The following expense-related allowances will be payable to employees in accordance with clause 15.2:

Allowance	Clause	\$	Payable
Racecourse attendance allowance—within 75km of place of employment	15.2(a)(i)	23.70	per attendance
Racecourse attendance allowance—more than 75km of place of employment—additional to clause 15.2(a)(i)	15.2(a)(ii)	5.58	per each additional 50km or part thereof
Meal allowance—attendance at a race meeting	15.2(c)(i)	11.98	per meal
Meal allowance—overtime—more than one and a half hours without notification	15.2(c)(ii)	14.62	per meal
Boots, caps and vest allowance—track riders	15.2(f)	5.46	per week

### B.1.2 Adjustment of expense-related allowances

- (a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowances	Take away and fast foods sub-group
Boots, cap and vest allowance	Clothing and footwear group
Racecourse attendance allowance	Private motoring sub-group

## Schedule C—Supported Wage System

**C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

**C.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged.

**supported wage system** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

### **C.3 Eligibility criteria**

**C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

### **C.4 Supported wage rates**

**C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause C.5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**C.4.2** Provided that the minimum amount payable must be not less than \$87 per week.

**C.4.3** Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

### **C.5 Assessment of capacity**

**C.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the [Act](#).

### **C.6 Lodgement of SWS wage assessment agreement**

**C.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

**C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

### **C.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

## **C.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

## **C.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## **C.10 Trial period**

- C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$87 per week.
- C.10.4** Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

## Schedule D—School-based Apprentices

- D.1** This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2** A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3** The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4** For the purpose of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is **25%** of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
- D.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency-based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- D.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

### Schedule E—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_



### Schedule F—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee's accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule G—Part-day Public Holidays

- G.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- G.2** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the [NES](#) does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause G.2(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.
  - (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause G.2(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- G.3** An employer and employee may agree to substitute another part-day that would otherwise be a part-day public holiday under the [NES](#).
- G.4** This schedule is not intended to detract from or supplement the [NES](#).