

# EXPOSURE DRAFT

## Horse and Greyhound Training Award 2014

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Horse and Greyhound Training Award** (the Horse and Greyhound award) as at 15 December 2014. This exposure draft does not seek to amend any entitlements under the Horse and Greyhound Award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/205](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

Note: there are a number of general drafting/technical issues common to multiple exposure drafts that are currently being considered by the Full Bench and a decision is pending. These issues include:

- Supersession clause (clause 1.2)
- Inclusion of NES summaries
- Inclusion of index of facilitative provisions
- Inclusion of payslips provision
- Relationship between award and NES (clause 2.1)
- Inclusion of examples that clarify the operation of provisions
- Inclusion of 'ordinary hourly rates' for awards with an all purpose allowance
- Inclusion of summary wages tables

No examples have been included in this exposure draft. Parties are asked to submit [examples](#) that clarify the operation of particular provisions.

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## Part 1—Application and Operation

### 1. Title and commencement

- 1.1 This award is the *Horse and Greyhound Training Award 2014*.
- 1.2 This award supersedes the *Horse and Greyhound Training Award 2010* but this does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the superseded award.
- 1.3 Schedule G—Definitions sets out definitions that apply in this award.
- 1.4 The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

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

- 2.1 The [National Employment Standards](#) (NES) and entitlements in this award contain the minimum conditions of employment for employees covered by this award.
- 2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.
- 2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply.

### 3. Coverage

- 3.1 This industry award covers employers throughout Australia in the horse and greyhound training industry and their employees in the classifications listed in clause 9—Classifications and minimum wages to the exclusion of any other modern award.
- 3.2 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
- 3.3 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.
- 3.4 This award covers any employer which supplies labour on an on-hire basis in the industry set out in clauses 3.1 and 3.2 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. This subclause operates subject to the exclusions from coverage in this award.

**3.5** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clauses 3.1 and 3.2 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 3.1 and 3.2 are being performed. This subclause operates subject to the exclusions from coverage in this award.

**3.6** This award does not cover:

- (a) employees excluded from award coverage by the *Fair Work Act 2009* (Cth) (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.

NOTE: Section [143\(7\)](#) of the Act describes classes of employees who are excluded from being covered by a modern award.

**3.7** 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.

## **4. Award flexibility**

**4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

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

- 4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 4.3** The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 4.4** The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this award that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 4.8** The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

- 4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.
- 4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions**

- 5.1** 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. Facilitative provisions are not to be used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.
- 5.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
7.5	Ordinary hours of work and rostering—changes to roster	An individual
14.2	Paid leave in advance of accrual	An individual
17.3	Substitution of public holidays	The majority of employees

## **Part 2—Types of Employment and Classifications**

### **6. Types of employment**

- 6.1** Employees under this award will be employed by the week in one of the following categories:
- (a) full-time;
  - (b) part-time; or
  - (c) casual.
- 6.2** An employer will inform each employee of the terms of their engagement and their type of employment.

### **6.3 Probationary employment**

The Commission's provisional view is that it may no longer be necessary to include provisions relating to probationary periods in modern awards, given changes in the legislative scheme. This does not represent a concluded view of the Commission, and parties are invited to make submissions on this issue

#### 6.4 Part-time employees

- (a) A part-time employee:
- (i) is engaged to work less than 38 ordinary hours per week;
  - (ii) works a regular pattern of hours from week to week; and
  - (iii) receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.

#### 6.5 Casual employees

- (a) A casual employee is to be employed by the hour and the employment of a casual employee may be terminated at any time.

Parties are asked to make submissions on the use of the wording 'the employment of a casual employee may be terminated at any time' given that a regular and systematic casual with reasonable expectation of continuing employment may access to the unfair dismissal provisions of the Act. Casual employees may also contest dismissals where they allege the dismissal was for a reason protected by the Act.

Parties should make submissions about whether this wording should be removed or modified to include exceptions that may arise under the Act.

- (b) Casual employees may only be engaged in the following circumstances:
- (i) to meet short term work needs; or
  - (ii) to carry out work in emergency circumstances; or
  - (iii) to perform work unable to be practicably rostered to a permanent employee.
- (c) A casual employee must be engaged:
- (i) for a minimum daily period of three hours; and
  - (ii) not more than once on each day.
- (d) 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.
- (e) **Casual loading**
- (i) For each ordinary hour worked, a casual employee must be paid
    - the ordinary hourly rate; and
    - a loading of **25%** of the ordinary hourly rate, for the classification in which they are employed.
  - (ii) The casual loading is paid instead of leave or public holiday benefits applying to full-time and part-time employees.
  - (iii) The loading constitutes part of the casual employee's all-purpose rate.

(iv) The following provisions of this award do not apply to casual employees:

Parties are asked to provide a list of provisions that do not apply to casual employees.

## **6.6 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.

## **Part 3—Hours of Work**

### **7. Ordinary hours of work and rostering**

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

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

- (a) five full days; or
- (b) four full days and two half days.

**7.3** Where the employee is rostered to work on two half days, work on these days must finish by 12 noon.

**7.4** Each employee's roster setting out the five days or the four days and two half days to be worked must be up on Monday of the preceding week.

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

### **8. Breaks**

#### **8.1 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.

#### **8.2 Unpaid meal break**

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



## Part 4—Wages and Allowances

### 9. Classifications and minimum wages

9.1 An employer must pay adult employees the following minimum wages for ordinary hours worked by the employee:

Employee classification	Minimum weekly rate \$	Minimum hourly rate \$	Casual hourly rate <sup>1</sup> \$
Stable employee (on commencement with employer)	640.90	16.87	21.09
Stablehand Grade 1 (after three months' continuous employment with the employer)	659.40	17.35	21.69
Stablehand Grade 2 (who has at least two years in the industry and whose duties are above those required of a Grade 1 employee)	684.70	18.02	22.53
Track rider	684.70	18.02	22.53
Stable foreman	746.20	19.64	24.55
Training assistant	769.60	20.25	25.31
Trainer	814.20	21.43	26.79

<sup>1</sup> **Casual hourly rate** is based on the minimum hourly rate and includes the casual loading which constitutes part of the casual employee's all purpose rate.

See Schedule A for a summary of hourly rates of pay including overtime and penalties.

### 9.2 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.

### 9.3 Junior employees

(a) The minimum weekly wage to be paid to any unapprenticed employee, including any probationary apprentice, under 21 years of age, is a percentage of the relevant minimum wage in clause 9.1 determined in accordance with the following table:

Age	% of relevant minimum wage
15 years	55
16 years	60

Age	% of relevant minimum wage
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.

**9.4 Apprentice minimum wages**

- (a) An apprentice except as provided for in clause 9.4(b) and (c) must be paid a minimum of the following percentage of the minimum wage of the relevant classification in clause 9.1 determined in accordance with the following table:

Relevant attribute of the person at the time of entering into a training agreement as an apprentice		
Year of apprenticeship	Apprentices who have not completed year 12	Apprentices who have completed year 12
	% of relevant minimum rate	% of relevant minimum rate
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	95

- (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 wage of the relevant classification in clause 9.1; or
  - (ii) the rate prescribed by clause 9.4(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 9.1; or
  - (ii) the rate prescribed by clause 9.4(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 wage by virtue of entering into the training agreement, provided that:

- (i) the person has been an employee in that enterprise for at least six 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 only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 9.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (f) Clause 9.4(a) will be effective from 1 January 2010. The retrospective application of this clause 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.
- (g) **Apprentice jockey minimum wages**

The minimum wage payable to an apprentice jockey is to be calculated by applying the relevant percentage in clause 9.4(a), (b) and (c) to the track rider minimum weekly wage:

<b>Year of apprenticeship</b>	<b>Minimum weekly wage \$</b>	<b>Minimum weekly wage \$</b>
	<b>Apprentices who have not completed year 12</b>	<b>Apprentices who have completed year 12</b>
1st year	342.35	376.59
2nd year	410.82	445.06
3rd year	513.53	513.53
4th year	616.23	650.47
Adult apprentice in 1st year <sup>1</sup>	547.76	547.76
Adult apprentice in 2nd and subsequent years <sup>1</sup>	684.10	684.10

<sup>1</sup>commencing after 1 January 2014

## 9.5 Apprentice conditions of employment

- (a) Except where otherwise stated, all conditions of employment specified in this award apply to all employment conditions and allowances in this award apply to apprentice jockeys when they are undertaking duties described in the award.
- (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.

Clause 9.5(a) 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.

- (c) For the purposes of 9.5(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.
- (d) For the purposes of this subclause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (e) The amount payable by an employer under 9.5(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.
- (f) 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 six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
  - (ii) within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (g) An employer may meet its obligations under clause 9.5(e) by paying any fees and/or cost of textbooks directly to the RTO.
- (h) 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. This subclause operates subject to the provisions of Schedule D—School-based apprentices
- (i) 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.
- (j) The notice of termination provisions of the NES apply to apprentices.

**9.6 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

**9.7 School-based apprentices**

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

**9.8 National training wage**

For employees undertaking a traineeship, see Schedule E—National Training Wage

**9.9 Payment of wages**

- (a) Wages must be paid once weekly or once fortnightly at the discretion of the employer and with the consent of the employee.
- (b) Wages may be paid by cash or cheque or be transferred directly to the employee's bank account.
- (c) An employer will keep no more than two days' pay in hand for full-time and part-time employees. Casual employee's wages will be paid in full.
- (d) 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.
- (e) When an employee's employment is terminated before the usual payday, the employee must be paid all wages and accrued annual leave within 24 hours of leaving the employer's service.

**(f) Payslips**

Section 536 of the Act requires the employer to give a pay slip to an employee within one working day of paying an amount to the employee in relation to the performance of work. The *Fair Work Regulations 2009* specify the information that must be included in a pay slip.

**10. Higher duties**

**10.1** An employee required by the employer to perform the duties of a position at a higher classification level for four hours or longer, must be paid the rate applicable to that higher level for all work done on that day.

**10.2** In all other cases the employee must be paid the higher rate for the actual time worked.

**11. Allowances**

An employer must pay to an employee the allowances the employee is entitled to under this clause. See Schedule B for a summary of monetary allowances and method of adjustment.

## 11.1 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 11.1(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 11.1, 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 **\$10.77** 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 **\$13.16** 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 11.1(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.

## **12. Superannuation**

### **12.1 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.

### **12.2 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.

### **12.3 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 12.2.
- (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 12.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 12.3(a) or (b) was made.

## 12.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 12.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 12.2 and pay the amount authorised under clauses 12.3(a) or (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—Penalties and Overtime

### 13. Overtime and penalty rates

- 13.1 All work performed in excess of or outside the ordinary hours prescribed in clause 7—Ordinary hours of work and rostering, of this award must be paid at **150%** of the minimum hourly rate for the first three hours and **200%** for the rest of the overtime.
- 13.2 An employee required to work on a Sunday must be paid for all such work at **200%** of the minimum hourly rate for a minimum of three hours.
- 13.3 An employee may elect to take time off in place of payment for overtime. The overtime payment otherwise payable will be reduced by an amount calculated at the ordinary time rate for the time off.
- 13.4 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.



## Part 6—Leave, Public Holidays and Other NES Entitlements

### 14. Annual leave

This annual leave provision may be affected by [AM2014/47](#)

**14.1** Annual leave is provided for in the NES. Casual employees are not entitled to paid annual leave. The NES provides for the accrual of four weeks paid leave per year (five weeks paid leave per year for certain shiftworkers). For the full NES annual leave entitlement see [ss.86–94](#) of the Act.

### 14.2 Paid leave in advance of accrual

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

### 14.3 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 this clause. 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 14.3 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.

### 14.4 Requirement to take leave

Annual leave is to be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period and in the absence of agreement as provided for in s.88 of the Act, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days' notice.

#### **14.5 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 s.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 wage for the period of leave.

**14.6** Where an employee is entitled to a payment on termination of employment pursuant to s.90(2) of the Act, the amount is to be calculated in accordance with clause 14.5(a) above.

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

**15.1** Personal/carer's leave and compassionate leave are provided for in the NES. Casual employees are not entitled to paid personal/carer's leave or paid compassionate leave. The NES provides for:

- the accrual of 10 days' paid personal/carer's leave per year;
- 2 days' unpaid carer's leave (as required); and
- 2 days' paid (unpaid for casuals) compassionate leave (as required).

**15.2** For the full NES entitlement to personal/carer's leave and compassionate leave see [ss.95–107](#) of the Act.

**15.3** Personal/carer's leave and compassionate leave are not paid on termination of employment.

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

Parental leave and related entitlements are provided for in the NES. The NES provides up to 12 months' unpaid leave to eligible employees, plus a right to request an additional 12 months' unpaid leave, plus other forms of maternity, paternity and adoption-related leave. For the full NES parental leave entitlement see [ss.67–85](#) of the Act.

#### **17. Public holidays**

**17.1** Public holiday entitlements are provided for in the NES. The NES provides a paid day off on each public holiday, except where reasonably requested to work. For the full NES public holiday entitlement see [ss.114–116](#) of the Act.

**17.2** A casual employee who does not work on a public holiday is not entitled to a paid day off.

**17.3** An employer and the majority of employees may agree to substitute another day for a public holiday. Where there is no agreement the employer may substitute another day but not so as to give an employee less time off work than the employee would have had if the employee had received the public holiday.

- 17.4** 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.

## **18. Community service leave**

Community service leave is provided for in the NES. The NES provides unpaid leave for voluntary emergency activities and up to 10 days' paid leave for jury service (after 10 days, leave is unpaid). For the full NES community service leave entitlement see [ss.108–112](#) of the Act.

## **19. Termination of employment**

- 19.1** Notice of termination is provided for in the NES. The NES provides between one and four weeks' notice of termination based on length of service. Employees over 45 years old who have been with the employer for at least two years are entitled to an extra week's notice. For the full NES notice of termination entitlement see [ss.117–118](#) of the Act.

### **19.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement for employees over 45 years old to give additional notice. If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

### **19.3 Job search entitlement**

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

## **20. Redundancy**

- 20.1** Redundancy pay is provided for in the NES. The NES provides between zero and 16 weeks' redundancy pay upon redundancy, depending on length of service. Small business employers are excluded from the obligation to pay redundancy pay. For the full NES redundancy pay entitlement see [ss.119–122](#) of the Act.

- 20.2** A **small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act.

### **20.3 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment

will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

#### **20.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **20.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 19.3.

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

### **21. Consultation**

#### **21.1 Consultation regarding major workplace change**

##### **(a) Employers to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

##### **(b) Employers to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 21.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on

employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 21.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **21.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **22. Dispute resolution**

- 22.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 22.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 22.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 22.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 22.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 22.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 22.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

**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**

	Ordinary hours	Public holiday
	% of minimum hourly rate	
	100%	200%
	\$	\$
Stable employee (on commencement with employer)	16.87	33.74
Stablehand Grade 1 (after three months' continuous employment with the employer)	17.35	34.70
Stablehand Grade 2 (who has at least two years in the industry and whose duties are above those required of a Grade 1 employee)	18.02	36.04
Track rider	18.02	36.04
Stable foreman	19.64	39.28
Training assistant	20.25	40.50
Trainer	21.43	42.86

**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)	25.31	33.74	33.74	33.74
Stablehand Grade 1 (after three months' continuous employment with the employer)	26.03	34.70	34.70	34.70
Stablehand Grade 2 (who has at least two years in the industry and whose duties are above those required of a Grade 1 employee)	27.03	36.04	36.04	36.04
Track rider	27.03	36.04	36.04	36.04
Stable foreman	29.46	39.28	39.28	39.28

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	<b>Monday to Saturday</b>		<b>Sunday</b>	<b>Public holiday</b>
	<b>First 3 hours</b>	<b>After 3 hours</b>		
	<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	30.38	40.50	40.50	40.50
Trainer	32.15	42.86	42.86	42.86

**A.2 Casual employees**

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

**A.2.2 Casual employees—ordinary rates**

	<b>Casual ordinary hourly rate</b>
	<b>\$</b>
Stable employee (on commencement with employer)	21.09
Stablehand Grade 1 (after three months' continuous employment with the employer)	21.69
Stablehand Grade 2 (who has at least two years in the industry and whose duties are above those required of a Grade 1 employee)	22.53
Track rider	22.53
Stable foreman	24.55
Training assistant	25.31
Trainer	26.79



## Schedule B—Summary of Monetary Allowances

See clause 11 for full details of allowances payable under this award.

### B.1 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.1:

Allowance	Clause	\$
Racecourse attendance allowance:	11.1(a)	
Within 75km of place of employment	11.1(a)(i)	23.70 per attendance
More than 75km of place of employment—additional to clause 11.1(a)(i)	11.1(a)(ii)	5.58 per each additional 50km or part thereof
Meal allowance	11.1(c)	
Attendance at a race meeting	11.1(c)(i)	10.77 per meal
Overtime—more than 1.5 hours without notification	11.1(c)(ii)	13.16 per meal
Boots, caps and vest allowance—track riders	11.1(f)	5.46 per week

#### B.1.1 Adjustment of expense-related allowances

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.

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 Education, Employment and Workplace Relations 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:

<b>Assessed capacity (clause C.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
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 \$80 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 Supported Wage System 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 supported wage system.

## **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 four 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 \$80 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 purposes of clause Schedule G, 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 six years.
- D.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two 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 four years (unless the apprenticeship is of three 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—National Training Wage

### E.1 Title

This is the *National Training Wage Schedule*.

### E.2 Definitions

In this schedule:

**adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

**approved training** means the training specified in the training contract

**Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training

**out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

**relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

**relevant State or Territory vocational education and training legislation** means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

**trainee** is an employee undertaking a traineeship under a training contract

**traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

**training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

**training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

**year 10** includes any year before Year 10

### **E.3 Coverage**

**E.3.1** Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by clause E.7 to this schedule or by clause E.5.4 of this schedule.

**E.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in clause E.7 to this schedule.

**E.3.3** This schedule does not apply to:

- (a) the apprenticeship system;
- (b) qualifications not identified in training packages; or
- (c) qualifications in training packages which are not identified as appropriate for a traineeship.

Parties are asked to identify “any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997” that they consider should not be covered by this Schedule.

**E.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

**E.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

**E.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

### **E.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

**E.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

**E.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

**E.5 Minimum Wages**

**E.5.1 Minimum wages for full-time traineeships**

**(a) Wage Level A**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	287.90	317.10	377.80
Plus 1 year out of school	317.10	377.80	439.60
Plus 2 years out of school	377.80	439.60	511.60
Plus 3 years out of school	439.60	511.60	585.80
Plus 4 years out of school	511.60	585.80	
Plus 5 or more years out of school	585.80		

**(b) Wage Level B**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>Per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	287.90	317.10	367.60
Plus 1 year out of school	317.10	367.60	422.80
Plus 2 years out of school	367.60	422.80	495.80
Plus 3 years out of school	422.80	495.80	565.60
Plus 4 years out of school	495.80	565.60	
Plus 5 or more years out of school	565.60		



(c) **Wage Level C**

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per week</b>	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School leaver	287.90	317.10	367.60
Plus 1 year out of school	317.10	367.60	413.80
Plus 2 years out of school	367.60	413.80	462.20
Plus 3 years out of school	413.80	462.20	515.00
Plus 4 years out of school	462.20	515.00	
Plus 5 or more years out of school	515.00		

(d) **AQF Certificate Level IV traineeships**

(i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per week</b>	<b>per week</b>
	<b>\$</b>	<b>\$</b>
Wage Level A	608.30	631.90
Wage Level B	586.90	609.50
Wage Level C	534.10	554.30

**E.5.2 Minimum wages for part-time traineeships**

(a) **Wage Level A**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by clause E.7.1 are:

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	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.43
Plus 1 year out of school	10.44	12.43	14.47
Plus 2 years out of school	12.43	14.47	16.83
Plus 3 years out of school	14.47	16.83	19.26
Plus 4 years out of school	16.83	19.26	
Plus 5 or more years out of school	19.26		

**(b) Wage Level B**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by clause E.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.10
Plus 1 year out of school	10.44	12.10	13.91
Plus 2 years out of school	12.10	13.91	16.32
Plus 3 years out of school	13.91	16.32	18.61
Plus 4 years out of school	16.32	18.61	
Plus 5 or more years out of school	18.61		

**(c) Wage Level C**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by clause E.7.3 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.47	10.44	12.10
Plus 1 year out of school	10.44	12.10	13.61
Plus 2 years out of school	12.10	13.61	15.20
Plus 3 years out of school	13.61	15.20	16.94

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	15.20	16.94	
Plus 5 or more years out of school	16.94		

**(d) School-based traineeships**

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by clause E.7 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.47	10.44

**(e) AQF Certificate Level IV traineeships**

(i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	20.01	20.79
Wage Level B	19.29	20.04
Wage Level C	17.57	18.24

**(f) Calculating the actual minimum wage**

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### **E.5.3 Other minimum wage provisions**

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

### **E.5.4 Default wage rate**

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by clause E.7 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

## **E.6 Employment conditions**

**E.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

**E.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

**E.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and 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 trainee's wages and determining the trainee's employment conditions.

**Note:** The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

**E.6.4** Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.

## E.7 Allocation of Traineeships to Wage Levels

Parties are asked to review the packages listed to ensure the lists are complete and up-to-date.

The wage levels applying to training packages and their AQF certificate levels are:

### E.7.1 Wage Level A

<b>Training package</b>	<b>AQF certificate level</b>
Aeroskills	II
Aviation	I II III
Beauty	III
Business Services	I II III
Chemical, Hydrocarbons and Refining	I II III
Civil Construction	III
Coal Training Package	II III
Community Services	II III
Construction, Plumbing and Services Integrated Framework	I II III
Correctional Services	II III
Drilling	II III
Electricity Supply Industry—Generation Sector	II III (in Western Australia only)
Electricity Supply Industry—Transmission, Distribution and Rail Sector	II
Electrotechnology	I II III (in Western Australia only)
Financial Services	I II III
Floristry	III
Food Processing Industry	III

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<b>Training package</b>	<b>AQF certificate level</b>
Gas Industry	III
Information and Communications Technology	I II III
Laboratory Operations	II III
Local Government (other than Operational Works Cert I and II)	I II III
Manufactured Mineral Products	III
Manufacturing	I II III
Maritime	I II III
Metal and Engineering (Technical)	II III
Metalliferous Mining	II III
Museum, Library and Library/Information Services	II III
Plastics, Rubber and Cablemaking	III
Public Safety	III
Public Sector	II III
Pulp and Paper Manufacturing Industries	III
Retail Services (including wholesale and Community pharmacy)	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism, Hospitality and Events	I II III
Training and Assessment	III
Transport and Distribution	III
Water Industry (Utilities)	III

**E.7.2 Wage Level B**

<b>Training package</b>	<b>AQF certificate level</b>
Animal Care and Management	I II III
Asset Maintenance	I II III
Australian Meat Industry	I II III
Automotive Industry Manufacturing	II III
Automotive Industry Retail, Service and Repair	I II III
Beauty	II
Caravan Industry	II III
Civil Construction	I
Community Recreation Industry	III
Entertainment	I II III
Extractive Industries	II III
Fitness Industry	III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II III
Furnishing	I II III
Gas Industry	I II
Health	II III
Local Government (Operational Works)	I II

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<b>Training package</b>	<b>AQF certificate level</b>
Manufactured Mineral Products	I II
Metal and Engineering (Production)	II III
Outdoor Recreation Industry	I II III
Plastics, Rubber and Cablemaking	II
Printing and Graphic Arts	II III
Property Services	I II III
Public Safety	I II
Pulp and Paper Manufacturing Industries	I II
Retail Services	I II
Screen and Media	I II III
Sport Industry	II III
Sugar Milling	I II III
Textiles, Clothing and Footwear	I II
Transport and Logistics	I II
Visual Arts, Craft and Design	I II III
Water Industry	I II



**E.7.3 Wage Level C**

<b>Training package</b>	<b>AQF certificate level</b>
Agri-Food	I
Amenity Horticulture	I II III
Conservation and Land Management	I II III
Funeral Services	I II III
Music	I II III
Racing Industry	I II III
Rural Production	I II III
Seafood Industry	I II III

## **Schedule F—2014 Part-day public holidays**

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

**F.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2014) or New Year's Eve (31 December 2014) 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 between 7.00 pm and midnight 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 between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight 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 between 7.00 pm and midnight, 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 F.1(f) applies, where an employee works any hours between 7.00 pm and midnight 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 between 7.00 pm and midnight.
- (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(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.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

## Schedule G—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 ordinary 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** 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

**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 *Fair Work Act 2009* (Cth)

**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

**small business employer** is defined in the Act as an employer that employs fewer than 15 employees. The way that the number of employees is calculated is set out in [s.23](#) of the Act

**stable foreman** means a stablehand appointed to be in charge of or directing the work of not less than three 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 wage for the stable foreman classification in clause 9.1

**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

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