

# EXPOSURE DRAFT

## Racing Industry Ground Maintenance Award 2014

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Racing Industry Ground Maintenance Award 2010** (the Racing Industry Award) as at 15 December 2014. This exposure draft does not seek to amend any entitlements under the Racing Industry 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 [AM2014/210](#). 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 *Racing Industry Ground Maintenance Award 2014*.
- 1.2 This award supersedes the *Racing Industry Ground Maintenance 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does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the superseded award.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 H—Definitions sets out the 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 thoroughbred, harness, trotting and greyhound racing industries and their employees in the classifications in Schedule A—Classification Definitions of this award who are engaged in the maintenance of racing venues to the exclusion of any other modern award.
- 3.2 **Maintenance** means:
- (a) the construction, ornamentation, presentation, formation, maintenance or keeping in order of grounds or enclosures used in conducting the racing industry; and
  - (b) the laying out, planting, construction, cultivation, maintenance, keeping in order or removal of gardens (including ornamental features) and/or lawns and/or trees.
- 3.3 This award covers any employer which supplies labour on an on-hire basis in the industries set out in clause 3.1 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 those industries. This subclause operates subject to the exclusions from coverage in this award.

**3.4** This award covers employers which provide group training services for apprentices and/or trainees engaged in the industries and/or parts of industry set out at clause 3.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described in clause 3.1 are being performed. This subclause operates subject to the exclusions from coverage in this award.

**3.5** The 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.

**3.6** Where an employer is covered by more than one award, an employee of that employer is covered by the award 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 the 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>
8.1(f)	Ordinary working hours	
9.2(c)	Paid tea breaks	The majority of employees
9.3(c)	Paid breaks during overtime	An individual
10.7(a)	Payment of wages	The majority of employees
15.2	Paid leave in advance of accrual	An individual
18.4	Substitution of public holidays by agreement	The majority of employees

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

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

**6.1** Employees may be employed in one of the following categories:

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

**6.2** At the time of engagement an employer must inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

#### **6.3 Full-time employment**

A full-time employee is engaged to work an average of 38 ordinary hours per week.

#### **6.4 Part-time employment**

- (a) A part-time employee:
  - (i) works less than full-time hours of 38 per week;

- (ii) has predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- (b) At the time of engagement the employer and the part-time employee must agree in writing on a regular pattern of work including:
- (i) the hours to be worked; and
  - (ii) the starting and finishing times on each day.
- (c) Once fixed the hours in clause 6.4(b) can only be varied by mutual agreement and any variation must be recorded in writing.
- (d) An employer must roster a part-time employee for a minimum of three consecutive hours on any shift.
- (e) All time worked in excess of the agreed hours is overtime and the employee must be paid in accordance with clause 14—Overtime.
- (f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee must be paid as a casual employee in accordance with clause 6.5.
- (g) A part-time employee must be paid the ordinary hourly rate for the relevant classification in clause 10—Minimum wages for each hour worked.
- (h) Part-time employees must receive a minimum of eight full days off for each four week period.

## 6.5 Casual employment

- (a) A casual employee is an employee engaged and paid as a casual employee.
- (b) A casual employee must be paid the minimum hourly rate for the relevant classification in clause 10—Minimum wages plus a loading of **25%** for each hour worked.
- (c) A casual employee engaged on night cleaning duties must be paid, in addition to the casual loading of **25%**, a shift allowance of **30%** of the minimum hourly rate for each hour work worked.
- (d) The following provisions do not apply to casual employees:
  - clause 8—Ordinary hours of work and rostering;
  - clause 13—Penalties; and
  - clause 14—Overtime.
- (e) The casual loading is instead of all paid leave including annual leave, sick leave, long service leave, and public holidays not worked.
- (f) A casual employee is entitled to a minimum period of engagement of three hours.

## 7. Classifications

A description of the classifications under this award is set out in Schedule A—Classification Definitions.

## Part 3—Hours of Work

### 8. Ordinary hours of work and rostering

#### 8.1 Ordinary working hours

- (a) The ordinary working hours will be 38 or an average of 38 hours per week over a four week period to be worked between 6.30 am and 6.30 pm except as provided elsewhere in this award.
- (b) Ordinary hours are to be rostered on a maximum of five days per week with a maximum of 10 hours per day with two consecutive days off per week.
- (c) Ordinary hours for track crossing attendants and other employees required to open the racecourse in preparation for early morning trackwork or for related duties are between 4.00 am and 4.00 pm.
- (d) Ordinary hours may be extended to 11.00 pm where the employer conducts a greyhound or harness racing meeting which is open to the public.
- (e) Ordinary hours may be worked on a Saturday or Sunday where the employer conducts an event which is open to the public.
- (f) The commencing and finishing times of ordinary work when once fixed are not to be altered except by agreement or by the employer on 14 days' notice.

#### 8.2 Water restrictions

- (a) An employer subjected to water restriction may require any employee to perform their ordinary hours of work (or any ordinary hours of work) at any time on any day other than a Saturday or a Sunday on the basis of 38 hours per week. The following rates will apply for the work:
  - (i) for work performed on Mondays to Fridays from 6.30 am to 6.30 pm—the ordinary hourly rate;
  - (ii) for work performed at all other times (other than on a Saturday or a Sunday)—**150%** of the ordinary hourly rate.
- (b) For the purpose of clause 8.2(a), **water restriction** means restriction or rationing in the use of water in accordance with orders or regulations approved by the relevant authority.



## **9. Breaks**

### **9.1 Meal breaks**

- (a) An employee will be allowed an unpaid meal break of not less than 30 minutes, which will be taken not later than five hours after commencing work.
- (b) Track crossing attendants required to commence work prior to 6.30 am must be given a 30 minute break for breakfast paid at ordinary time.
- (c) An employee required to work through their normal meal break must be paid at the rate of **150%** of the ordinary hourly rate until the time that they receive a meal break of not less than 30 minutes.

### **9.2 Paid tea breaks**

- (a) Paid tea breaks of 10 minutes will be allowed during the morning and afternoon periods of each working day to each individual employee at a time to be arranged by the employer.
- (b) Paid tea breaks are counted as time worked.
- (c) Where the majority of employees in any establishment agree, employees may forego the afternoon tea break and cease normal work 10 minutes earlier each day.

### **9.3 Paid breaks during overtime**

- (a) An employee working overtime will be allowed a paid break of 20 minutes after each four hours of overtime worked if the employee continues work after a break.
- (b) If the period of overtime is to be for more than one and a half hours, an employee will be allowed a paid meal break of 20 minutes after the completion of their ordinary hours of work and before starting overtime. This break will be paid for at the ordinary hourly rate.
- (c) An employer and employee may agree to any variation of the provisions of clause 9.3 to meet the circumstances of the work in hand. However the employer will not be required to make payment in respect of any break allowed in excess of 20 minutes.

## **Part 4—Wages and Allowances**

### **10. Minimum wages**

#### **10.1 Employees generally**

Adult employees are entitled to the following minimum wages for the classification in which they are employed:

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<b>Classification</b>	<b>Minimum weekly rate \$</b>	<b>Minimum hourly rate \$</b>	<b>Casual hourly rate<sup>1</sup> \$</b>
Introductory level	640.90	16.87	21.09
Maintenance and Horticultural Employee Level 1	667.40	17.56	21.95
Maintenance and Horticultural Employee Level 2	720.00	18.95	23.69
Tradesperson	746.20	19.64	24.55
Trackwork and Pool Supervisor	804.80	21.18	26.48
Management Employee Level 1	863.30	22.72	28.40
Management Employee Level 2	953.00	25.08	31.35
<sup>1</sup> This rate does not apply to casuals employed on night cleaning duties (see clause 6.5(c)).			

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

**10.2 Juniors**

Percentage of weekly wages for Maintenance Employee Level 1 as follows:

	<b>% of Maintenance Employee level 1 rate</b>
18 years of age and under	75
19 years of age and over	100

**10.3 Apprentices**

(a) An apprentice is an employee who is engaged under a training contract registered by the relevant State or Territory training authority, where the qualification outcome specified in the training agreement is a relevant qualification from a Training Package endorsed by the National Training Quality Council, or successor organisation.

(i) For the purpose of this subclause a relevant qualification is a qualification:

- from a National Training Package that covers occupations or work which are covered by this award, or is a qualification from an enterprise Training Package listed in this award; and

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- at Australian Qualifications Framework Certificate Level III (or at Level IV where applicable).
- (ii) An apprentice will also include an employee who is engaged under a training agreement or contract of training for an apprenticeship declared or recognised by the relevant State or Territory Training authority.
- (b) Apprentices who commenced before 1 January 2014 must receive the following percentage of the minimum wage rate for the tradesperson classification:

<b>Year of apprenticeship</b>	<b>% of tradesperson rate</b>
1st year	47.5
2nd year	60
3rd year	75
4th year	95

- (c) Apprentices who commenced on or after 1 January 2014 must receive the following percentage of the minimum wage rate for the tradesperson classification:

- (i) From 1 January 2014:

<b>Year of apprenticeship</b>	<b>Apprentices who have not completed year 12</b>	<b>Apprentices who have completed year 12</b>
	<b>% of tradesperson rate</b>	<b>% of tradesperson rate</b>
1st year	50	52.5
2nd year	60	65
3rd year	75	75
4th year	95	95

- (ii) From the first pay period commencing on or after 1 January 2015:

<b>Year of apprenticeship</b>	<b>Apprentices who have not completed year 12</b>	<b>Apprentices who have completed year 12</b>
	<b>% of tradesperson rate</b>	<b>% of tradesperson rate</b>
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

**(d) Adult apprentices**

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

- 80% of the minimum wage rate for the tradesperson classification; or
- the rate prescribed by clause 10.3(c) for the relevant year of the apprenticeship,

whichever is the greater.

(ii) 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:

- the rate for the lowest adult classification in clause 10.1; or
- the rate prescribed by clause 10.3(c) for the relevant year of the apprenticeship,

whichever is the greater.

(iii) 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.

(iv) An adult apprentice under clause 10.3(d)(iii) must have been an employee in that enterprise for:

- at least six months as a full-time employee; or
- 12 months as a part-time employee; or
- 12 months as a regular and systematic casual employee,

immediately prior to commencing the apprenticeship.

(v) 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 10.1 in which the adult apprentice was engaged immediately prior to entering into the training arrangement.

**10.4 Supported wage system**

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

**10.5 School-based apprentices**

For school-based apprentices, see Schedule E—School-based Apprentices.

## 10.6 National training wage

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

## 10.7 Payment of wages

### (a) Period of payment

- (i) Wages will be paid no later than Thursday of the agreed pay period, unless the employer and the majority of employees agree to later payment.
- (ii) Where it is agreed between an employer and an employee, wages may be paid on a weekly, fortnightly or monthly basis.

### (b) Method of payment

- (i) Where it is agreed between an employer and an employee, wages may be paid by cash, cheque or into a nominated bank or financial institution account.
- (ii) If payment is by cash or cheque, wages must be paid during ordinary working hours.

### (c) Late payment of wages

An employee not paid within the time required by clause 10.7(a) through circumstances beyond the reasonable control of the employer is entitled to a payment of **\$29.10** for each day on which the wages remain unpaid.

Parties are asked to consider whether the penalty in clause 19.8(c) should be payable “through circumstances beyond the reasonable control of the employer” or “through circumstances not beyond the reasonable control of the employer”. (See clause [17.3](#) of Exposure Draft in making of the modern award from 12 September 2008).

### (d) 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.

## 10.8 Higher duties

- (a) An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties for a total of more than four hours on any day will be paid for all work done on that day at the higher rate.
- (b) In all other cases the employee will be paid the higher rate for the actual time worked at the higher level.

## 11. Allowances

- 11.1 Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

**11.2 Wage related allowances**

**(a) First aid attendant**

An employee who holds a first aid qualification from St John Ambulance or a similar body will be paid an allowance **\$14.92** per week, if appointed by the employer to perform first aid duties.

**(b) Leading hands**

(i) A leading hand (as defined) must be paid a weekly allowance as follows:

<b>In charge of:</b>	<b>\$ per week</b>
1-2 other employees	14.92
3-6 other employees	29.85
More than 6 other employees	37.31

(ii) The provisions of clause 11.2(b) do not apply to employees classified as Management Employee Level 2.

(iii) These allowances are in addition to any other wage specified for the employee.

**(c) Tractor plant**

An employee in charge of tractor plant (as defined) will receive an additional **\$22.39** per week.

**(d) Loss of clothing**

The employer must reimburse an employee up to a maximum of **\$708.89** per single claim if an employee’s clothing is destroyed by fire in an employer’s changing house or other shelter, provided that the destruction is not caused in any way by the employee’s own wilful act or neglect.

The loss of clothing allowance in clause 11.2(e) is based on the standard rate and adjusted as a wage related allowance. Parties are asked to consider whether it is better expressed as an expense related allowance and adjusted with the CPI.

**11.3 Expense related allowances**

**(a) All purpose allowances**

Allowances paid for **all purposes** are included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on leave. The following allowances are paid for all purposes under this award:

- (i) Tool allowance—tradesperson, other than a carpenter (clause 11.3(e)(i)); and
- (ii) Tool allowance—carpenter (clause 11.3(e)(i)).

**(b) Accommodation**

Where an employee is required by the employer to live on the premises and is required to act as caretaker, the employee must be paid an allowance equal to the amount of the rental charged by the employer for the accommodation at the said premises.

**(c) Meal allowance**

An allowance of **\$10.52** must be paid to an employee required to work:

- (i) overtime for one and a half hours or more immediately after the completion of their ordinary hours of work on an ordinary working day; or
- (ii) immediately after the completion of eight hours of work on a Saturday, Sunday or public holiday.

**(d) Protective clothing and equipment**

Where an employee is required to wear protective clothing (e.g. oilskins, gumboots, overalls, goggles, safety boots, bowling shoes, etc.) the employer must reimburse the employee for the cost of purchasing the special clothing and equipment. The provisions of clause 11.3(d) do not apply where the clothing and equipment is paid for by the employer.

**(e) Tool allowance**

- (i) Tradespersons must be paid a weekly tool allowance for **all purposes** of the award in accordance with the following table:

<b>Classification</b>	<b>\$ per week</b>
Tradesperson (other than carpenter)	12.99
Carpenter	25.33

- (ii) These allowances do not apply where the employer provides all the tools reasonably required by the tradesperson to perform all the functions of the tradespersons employment.
- (iii) An employee provided with tools of the trade by the employer is not responsible for the loss of those tools where the loss is outside the control of the employee.
- (iv) An employee provided with tools of trade by the employer will replace all or any tools of trade lost due to the negligence of the employee.

## **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) CareSuper;
- (f) 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

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

## Part 5—Penalties and Overtime

### 13. Penalty rates

#### 13.1 Morning work

Ordinary time worked by track crossing attendants prior to 6.30 am will be paid at **125%** of the ordinary hourly rate.

#### 13.2 Evening work

Ordinary time worked between 6.00 pm and 11.00 pm by employees at a greyhound or harness racing meeting will be paid at **115%** of the ordinary hourly rate.

#### 13.3 Saturday work

Ordinary time worked on Saturday where the employer conducts an event which is open to the public will be paid at **125%** of the ordinary hourly rate.

#### 13.4 Sunday work

(a) Ordinary time worked on a Sunday where the employer conducts an event which is open to the public will be paid at **175%** of the ordinary hourly rate.

(b) All time other than ordinary time worked on Sunday must be paid for at the rate of **200%** of the ordinary hourly rate.

#### 13.5 Public holidays

For all time worked on a public holiday an employee must be paid at **250%** of the ordinary hourly rate calculated hourly on a public holiday.

### 14. Overtime

#### 14.1 Overtime

(a) All time worked in excess of 38 hours a week or outside the spread of hours set out in clause 8.1 of this award or in excess of 10 hours per day will be paid for at the rate of **150%** of the ordinary hourly rate for the first two hours and **200%** of the ordinary hourly rate after the first two hours.

(b) Overtime worked on a Sunday will be paid in accordance with clause 13.4(b).

(c) In computing overtime each day's work will stand alone except as provided in clause 14.2.

#### 14.2 Rest period after overtime duty

- (a) Overtime will be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) Where an employee (other than a casual employee) works so much overtime that there is less than 10 hours between finishing overtime from one day and the commencement of their ordinary work on the next day, the employee will be released, subject to clause 14.2(c), until they have had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during the absence.
- (c) An employee who resumes work or continues work, on the instructions of the employer, without having had 10 consecutive hours off duty they must be paid at **200%** of their ordinary hourly rate until released from duty for 10 hours. The employee can then be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

#### 14.3 Transport after overtime work

After having worked overtime, an employee who finishes work at a time when reasonable means of transport are not available the employer will provide the employee with transportation to their home.

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

#### 15. Annual leave

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

**15.1** 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. For the full NES annual leave entitlement see [ss.86–94](#) of the Act.

#### 15.2 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. 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.

#### 15.3 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 15.3(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.

#### **15.4 Taking annual 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 the NES, 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.

#### **15.5 Payment for annual leave**

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

- (a) instead of the base rate of pay referred to in the NES, 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 ordinary hourly rate prescribed in clause 10—Minimum wages.

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

**16.1** 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).

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

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

## **17. 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.

## **18. Public holidays**

**18.1** 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.

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

**18.3** Where an employee works on a public holidays they will be paid in accordance with clause 13.5.

### **18.4 Substitution of public holidays by agreement**

The employer and the majority of employees in an enterprise may agree to substitute another day for a public holiday.

## **19. 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.

## **20. Termination of employment**

**20.1** 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.

### **20.2 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.

### **20.3 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.

## **21. Redundancy**

**21.1** 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.

**21.2** 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.

### **21.3 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.

### **21.4 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.

### **21.5 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 20.3.

## Part 7—Consultation and Dispute Resolution

### 22. Consultation

#### 22.1 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 22.1(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 22.1(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.

#### 22.2 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.

## **23. Dispute resolution**

- 23.1** 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.
- 23.2** 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 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 23.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 23.4** 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.
- 23.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 23.6** 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—Classification Definitions**

### **A.1 Introductory level**

An introductory level employee is an employee who enters the industry and who has not demonstrated the competency requirements of a Maintenance and Horticulture Employee Level 1. An employee at this level will undergo training for up to three months before progressing to Level 1. Progression to Level 1 may be delayed for a further period of up to three months where it is agreed that further training is required.

### **A.2 Maintenance and Horticulture Employee Level 1**

An employee at this level undertakes one or more of the following duties:

- (a) works under direct supervision either individually or in a team environment;
- (b) gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- (c) removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- (d) performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- (e) track crossing attendant; and/or
- (f) performs non-trade tasks incidental to their work.

### **A.3 Maintenance and Horticulture Employee Level 2**

An employee at this level undertakes one or more of the following duties:

- (a) operates, maintains and adjusts turf machinery under general supervision;
- (b) cleans machinery and inspects machinery after each use under general supervision;
- (c) applies fertilisers, fungicides, herbicides and insecticides under general supervision;
- (d) gardening duties including the planting and trimming of trees, sowing, planting and cutting of grass, and the watering of plants, gardens, trees, lawns and displays;
- (e) removes cuttings, rakes leaves, cleans/empties litter bins, cleans gutters/drains/culverts;
- (f) performs routine maintenance of turf, synthetic, artificial and other play surfaces;
- (g) track crossing attendant; and/or
- (h) performs non-trade tasks incidental to their work.



#### **A.4 Tradesperson**

An employee at this level has completed trade or equivalent qualifications and undertakes one or more of the following duties (including non-trade tasks incidental to their work):

- (a) operates, maintains and adjusts turf machinery as appropriate;
- (b) cleans machinery and inspects machinery after each use, reporting any problems to a management employee;
- (c) applies fertilisers, fungicides, herbicides and insecticides as directed by a management employee;
- (d) prepares turf, synthetic, artificial and other surfaces for play;
- (e) maintenance and repair of vehicles and/or motor engines;
- (f) repair and minor renovation work involving carpentry and/or painting and/or welding;
- (g) formation and maintenance of all gardens, lawns and greens; and/or
- (h) the planting, maintenance and care of trees.

#### **A.5 Trackwork and Pool Supervisor**

An employee appointed to this level generally reports directly to either the Track Manager or Club Managers as appropriate and undertakes three or more of the following duties and other incidental tasks:

- (a) supervising the use of the training facilities and maintaining accurate records of usage;
- (b) immediately reporting to the track manager the following:
  - (i) any person using the facility who is not a registered trainer;
  - (ii) horses believed not to be stabled at the club;
  - (iii) any person believed to be ‘breaking’ or ‘pretraining’ horses at the club without approval;
  - (iv) any serious breaches of the rules and regulations; or
  - (v) any person who is not registered as a stable hand or track rider in charge of a horse or assisting a trainer;
- (c) ensuring the observance of the training track rules and regulations, with particular emphasis on occupational health and safety and ensuring observance of safe practices by trainers and track riders, including the wearing of protective clothing;
- (d) ensuring that any necessary repairs and maintenance are reported to the track manager for action so that all areas are maintained in safe and proper condition at all times;

- (e) physically inspecting all training tracks prior to the commencement of all training, to ensure such tracks are safe for the conduct of daily training. This includes the grass track for grass gallops/jump outs. Ensuring that appropriate rails and other practices and procedures are in place when 'reverse way of going' is implemented; and/or
- (f) keeping accurate daily records of the number of trainers and horses using the training facilities and providing accurate records of grass track usage to the track manager for invoicing of track fees to trainers.

## **A.6 Management Employee Level 1**

An employee appointed to this level reports directly to either the Committee of Management or Management Employee Level 2 as appropriate and undertakes three or more of the following duties:

- (a) responsible for supervision of all staff involved in daily course maintenance;
- (b) responsible for the planning, scheduling and supervision of all aspects of turf maintenance;
- (c) supervises and participates in the operation and maintenance of pumps, irrigation equipment and drainage systems;
- (d) instructs operators in the safe and efficient operation of all equipment associated with turf maintenance;
- (e) supervises the majority of chemical and fertiliser applications and undertakes the appropriate training of operators in this field;
- (f) allocates specific daily duties having regard to the scheduled work program; and/or
- (g) undertakes the duties of a Maintenance and Horticulture Employee Level 2 in their absence.

## **A.7 Management Employee Level 2**

An employee appointed to this level reports directly to the Committee of Management and undertakes three or more of the following duties:

- (a) responsible for the implementation of all major turf projects for the facility according to the Course Architect's design;
- (b) responsible for the development of an annual work program for all outdoor staff that incorporates both further development and continued maintenance;
- (c) responsible for supervision of all outdoor staff;
- (d) responsible for the operation and maintenance of all turf equipment;
- (e) responsible for all occupational health and safety management in outdoor areas;

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- (f) responsible for purchasing within the limits imposed by the club policy and the definition of the budget; and/or
- (g) responsible for ensuring that all administrative systems are complied with by the staff under their direction.

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## Schedule B—Summary of Hourly Rates of Pay

**B.1.1 Ordinary hourly rate** is the minimum hourly rate of pay for an employee plus any allowance payable for all purposes to which the employee is entitled. Where an allowance is payable for all purposes in accordance with clause 11.3(a), this forms part of the employee’s ordinary hourly rate and must be added to the minimum hourly rate prior to calculating penalties and overtime.

**B.1.2** The rates in the tables below are based on the **minimum hourly rates** in accordance with clause 10.1.

### B.2 Full-time and part-time employees

#### B.2.1 Full-time and part-time employees—ordinary, morning, evening and water restriction penalty rates

	Ordinary rates	Morning work <sup>1</sup>	Evening work <sup>2</sup>	Work outside of ordinary hour due to water restrictions <sup>3</sup>
	% of ordinary hourly rate			
	100%	125%	115%	150%
	\$	\$	\$	\$
Introductory level	16.87	21.09	19.40	25.31
Maintenance and horticultural employee level 1	17.56	21.95	20.19	26.34
Maintenance and horticultural employee level 2	18.95	23.69	21.79	28.43
Tradesperson	19.64	N/A	22.59	29.46
Trackwork and pool supervisor	21.18	N/A	24.36	31.77
Management employee level 1	22.72	N/A	26.13	34.08
Management employee level 1	25.08	N/A	28.84	37.62
<sup>1</sup> <b>Morning work</b> means work done by track crossing attendants prior to 6.30 am (see clause 13.1).				
<sup>2</sup> <b>Evening work</b> means work done at greyhound or harness meetings between 6.00 pm and 11.00 pm (see clause 13.2).				
<sup>3</sup> <b>Work outside of ordinary hours due to water restrictions</b> means work done outside Monday to Friday from 6.30 am to 6.30 pm where the employer is subject to water restrictions (see clause 8.2(a)(ii)). Water restrictions has the meaning in clause 8.2(b).				

**B.2.2 Full-time and part-time employees—weekend and public holiday penalties**

	<b>Saturday<sup>1</sup></b>	<b>Sunday<sup>1</sup></b>	<b>Public holiday</b>
	<b>% of ordinary hourly rate</b>		
	<b>125%</b>	<b>175%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Introductory level	21.09	29.52	42.18
Maintenance and horticultural employee level 1	21.95	30.73	43.90
Maintenance and horticultural employee level 2	23.69	33.16	47.38
Tradesperson	24.55	34.37	49.10
Trackwork and pool supervisor	26.48	37.07	52.95
Management employee level 1	28.40	39.76	56.80
Management employee level 1	31.35	43.89	62.70
<sup>1</sup> Saturday and Sunday rates apply where an employer conducts an event that is open to the public in accordance with clauses 13.3 and 13.4.			

**B.3 Casual employees**

**B.3.1 Casual employees—ordinary hours and night cleaning penalty rates**

	<b>Ordinary rates</b>	<b>Night cleaning<sup>1</sup></b>
	<b>% of ordinary hourly rate</b>	
	<b>125%</b>	<b>155%</b>
	<b>\$</b>	<b>\$</b>
Introductory level	21.09	26.15
Maintenance and horticultural employee level 1	21.95	27.22
Maintenance and horticultural employee level 2	23.69	29.37
Tradesperson	24.55	30.44
Trackwork and pool supervisor	26.48	32.83
Management employee level 1	28.40	35.22
Management employee level 1	31.35	38.87
<sup>1</sup> <b>Night cleaning</b> means night cleaning duties (see clause 6.5(c))		

## Schedule C—Summary of Monetary Allowances

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

### C.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule H as the minimum weekly wage for tradesperson classification in clause 10 = \$746.20

Allowance	Clause	% of standard rate \$746.20	\$ per week (unless specified)
First aid attendant allowance	11.2(a)	2.0	14.92
Leading hand allowance	0		
1-2 employees		2.0	14.92
3-6 employees		4.0	29.85
More than 6 employees		5.0	37.31
Employee in charge of tractor plant	11.2(c)	3.0	22.39
Loss of clothing reimbursement (maximum)	11.2(d)	95.0	708.89 per single claim
Late payment of wages, for each day on which wages remain unpaid	10.7(c)	3.9	29.10 per day

#### C.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

### C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.3:

Allowance	Clause	\$
Tool allowance—tradesperson (other than a carpenter) <sup>1</sup>	11.3(e)(i)	12.99 per week
Tool allowance—carpenter <sup>2</sup>	11.3(e)(i)	25.33 per week
Meal allowance	11.3(c)	10.52 per occasion
<sup>1, 2</sup> These allowances apply for all purposes of this award.		

#### C.2.1 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:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Tool allowance	Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group

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## Schedule D—Supported Wage System

**D.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.

**D.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

### **D.3 Eligibility criteria**

**D.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.

**D.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.

### **D.4 Supported wage rates**

**D.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 D.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

**D.4.2** Provided that the minimum amount payable must be not less than \$80 per week.

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

**D.5 Assessment of capacity**

**D.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.

**D.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.

**D.6 Lodgement of SWS wage assessment agreement**

**D.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.

**D.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.

**D.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.

## **D.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.

## **D.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.

## **D.10 Trial period**

**D.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.

**D.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.

**D.10.3** The minimum amount payable to the employee during the trial period must be no less than \$80 per week.

**D.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**D.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 D.5.

## **Schedule E—School-based Apprentices**

- E.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.
- E.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.
- E.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.
- E.4** For the purposes of clause E.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.
- E.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.
- E.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.
- E.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.
- E.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.
- E.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.
- E.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.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

## Schedule F—National Training Wage

### F.1 Title

This is the *National Training Wage Schedule*.

### F.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

### **F.3 Coverage**

**F.3.1** Subject to clauses F.3.2 to F.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 F.7 to this schedule or by clause F.5.4 of this schedule.

**F.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 F.7 to this schedule.

**F.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.

**F.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.

**F.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.

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

### **F.4 Types of Traineeship**

The following types of traineeship are available under this schedule:

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

**F.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.

**F.5 Minimum Wages**

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

**(a) Wage Level A**

Subject to clause F.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 F.7.1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
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 F.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 F.7.2 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
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 F.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 F.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 F.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 F.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

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

**(a) Wage Level A**

Subject to clauses F.5.2(f) and F.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 F.7.1 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 F.5.2(f) and F.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 F.7.2 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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 F.5.2(f) and F.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 F.7.3 are:

	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
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



	<b>Highest year of schooling completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Plus 3 years out of school	13.61	15.20	16.94
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 F.5.2(f) and F.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 F.7 are as follows when the trainee works ordinary hours:

<b>Year of schooling</b>	
<b>Year 11 or lower</b>	<b>Year 12</b>
<b>per hour</b>	<b>per hour</b>
<b>\$</b>	<b>\$</b>
9.47	10.44

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

(i) Subject to clauses F.5.2(f) and F.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 F.5.2(f) and F.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:

<b>Wage level</b>	<b>First year of traineeship</b>	<b>Second and subsequent years of traineeship</b>
	<b>per hour</b>	<b>per hour</b>
	<b>\$</b>	<b>\$</b>
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 F.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 F.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 F.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

### F.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.

### F.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 F.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.

## F.6 Employment conditions

- F.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.
- F.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.
- F.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 F.5.2(f)(ii) and not by this clause.

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

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## F.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:

### F.7.1 Wage Level A

Training package	AQF certificate level
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

**F.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

**F.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 G—2014 Part-day public holidays

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

- G.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 G.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 G.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 H—Definitions

In this award, unless the contrary intention appears:

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

**adult apprentice** means an apprentice who is 21 years of age or over at the commencement of their apprenticeship

**all purposes** means the payment will be included in the rate of pay of an employee who is entitled to the allowance, when calculating any penalties or loadings or payment while they are on leave (see clause 11.3(a))

**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

**employee in charge of tractor plant** means:

- when two or more employees are employed at the plant at the one time, the employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility; or
- an employee who is invested with the superintendence and responsibility or who has to accept the superintendence and responsibility over one or more employees; or
- when an employee is the only person of their class employed on the plant, the employee who does the general repair work of the plant in addition to the work of operating, but not when the employee merely assists a fitter or engineer to do such work

**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)

**leading hand** means an employee who is required to supervise, direct or be in charge of another employee or employees

**maintenance** means:

- the construction, ornamentation, presentation, formation, maintenance or keeping in order of grounds or enclosures used in conducting the racing industry; and
- the laying out, planting, construction, cultivation, maintenance, keeping in order or removal of gardens (including ornamental features) and/or lawns and/or trees

**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

**ordinary hourly rate** means the minimum hourly rate for an employee's classification specified in clause 10—Minimum wages plus any all purpose allowance to which an employee is entitled

**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

**standard rate** means the minimum weekly wage for the tradesperson classification in clause 10—Minimum wages

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