



DRAFT DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards

(AM2014/210)

RACING INDUSTRY GROUND MAINTENANCE AWARD 2010

[MA000014]

Racing industry

JUSTICE ROSS, PRESIDENT
DEPUTY PRESIDENT CLANCY
COMMISSIONER BISSETT

PLACE, XX MONTH YEAR

4 yearly review of modern awards – Racing Industry Ground Maintenance Award 2010 – modern award varied.

A. Further to the decision [[YEAR] FWCFB XXXX] issued by the Full Bench of the Fair Work Commission on XX MONTH YEAR, the *Racing Industry Ground Maintenance Award 2010* is varied as follows:

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

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

PRESIDENT

Printed by authority of the Commonwealth Government Printer

Racing Industry Ground Maintenance Award 20XX

Table of Contents

	Page
Part 1— Application and Operation of this Award	3
1. Title and commencement	3
2. Definitions.....	3
3. The National Employment Standards and this award.....	4
4. Coverage	4
5. Individual flexibility arrangements	5
6. Requests for flexible working arrangements	7
7. Facilitative provisions	8
Part 2— Types of Employment and Classifications.....	9
8. Types of employment.....	9
9. Full-time employees.....	9
10. Part-time employees.....	9
11. Casual employees.....	10
12. Classifications	12
Part 3— Hours of Work	12
13. Ordinary hours of work and rostering.....	12
14. Breaks.....	13
Part 4— Wages and Allowances	14
15. Minimum rates	14
16. Payment of wages	17
17. Allowances.....	18
18. Superannuation.....	20
Part 5— Overtime and Penalty Rates	21
19. Overtime.....	21
20. Penalty rates	23
Part 6— Leave and Public Holidays.....	24
21. Annual leave	24
22. Personal/carer’s leave and compassionate leave.....	28
23. Parental leave and related entitlements	28
24. Community service leave.....	28

25.	Unpaid family and domestic violence leave	28
26.	Public holidays	28
Part 7— Consultation and Dispute Resolution.....		29
27.	Consultation about major workplace change	29
28.	Consultation about changes to rosters or hours of work	30
29.	Dispute resolution	30
Part 8— Termination of Employment and Redundancy		31
30.	Termination of employment.....	31
31.	Redundancy.....	32
Schedule A —Classification Definitions.....		34
Schedule B —Summary of Hourly Rates of Pay		38
Schedule C —Summary of Monetary Allowances		43
Schedule D —Supported Wage System.....		45
Schedule E —School-based Apprentices.....		48
Schedule F —Agreement for Time Off Instead of Payment for Overtime		49
Schedule G —Agreement to Take Annual Leave in Advance		50
Schedule H —Agreement to Cash Out Annual Leave		51
Schedule I —Part-day Public Holidays.....		52

Part 1—Application and Operation of this Award

1. Title and commencement

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

2. Definitions

In this award, unless the contrary intention appears:

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

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 annual leave

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 2 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 has the meaning given in clause 4.2

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

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

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

ordinary hourly rate means the hourly rate for the employee's classification specified in clause 15, plus any allowances specified as being included in the employee's ordinary hourly rate or payable for all purposes

standard rate means the minimum weekly wage for the tradesperson classification in clause 15—Minimum rates

3. The National Employment Standards and this award

3.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

3.2 Where this award refers to a condition of employment provided for in the [NES](#), the [NES](#) definition applies.

3.3 The employer must ensure that copies of this award and the [NES](#) are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means.

4. Coverage

4.1 This industry award covers employers throughout Australia in the 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.

4.2 **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.

4.3 This award covers any employer which supplies labour on an on-hire basis to be engaged in maintenance in the thoroughbred, harness, trotting and greyhound racing industries 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. Clause 4.3 operates subject to the exclusions from coverage in this award.

4.4 This award covers employers which provide group training services for apprentices and/or trainees engaged in maintenance in the thoroughbred, harness, trotting and greyhound racing industries and/or parts of those industries and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where maintenance in the thoroughbred, harness, trotting and greyhound racing industries is being performed. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 The award does not cover:

- (a) employees excluded from award coverage by the [Act](#);
- (b) employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or
- (c) employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.6 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.

5. Individual flexibility arrangements

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

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

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

- 5.3** An agreement may only be made after the individual employee has commenced employment with the employer.
- 5.4** An employer who wishes to initiate the making of an agreement must:
- (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- 5.5** An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 5.6** An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
 - (b) identify the award term, or award terms, the application of which is to be varied; and
 - (c) set out how the application of the award term, or each award term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- 5.7** An agreement must be:
- (a) in writing; and
 - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 5.8** Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 5.9** The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 5.10** The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.
- 5.11** An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may

terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the [Act](#)).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

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

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

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

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

6.2 Responding to the request

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

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

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

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

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

- (a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.

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

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

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

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 29—Dispute resolution.

7. Facilitative provisions

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

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

Clause	Provision	Agreement between an employer and:
13.1(f)	Ordinary working hours	
14.2(c)	Paid tea breaks	The majority of employees
14.3(c)	Paid breaks during overtime	An individual
16	Payment of wages	The majority of employees
19.4	Time off instead of payment for overtime	An individual
21.4	Annual leave in advance	An individual
21.9	Cashing out of annual leave	An individual

Clause	Provision	Agreement between an employer and:
26.3	Substitution of public holidays by agreement	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees may be employed in one of the following categories:

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

8.2 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.

9. Full-time employees

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

10. Part-time employees

10.1 A part-time employee:

- (a) works less than full-time hours of 38 ordinary hours per week;
- (b) has predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

10.2 At the time of engagement the employer and the part-time employee must agree in writing on a regular pattern of work including:

- (a) the hours to be worked; and
- (b) the starting and finishing times on each day.

10.3 Once fixed the hours in clause 10.2 can only be varied by mutual agreement and any variation must be recorded in writing.

10.4 (d) An employer must roster a part-time employee for a minimum of 3 consecutive hours on any shift.

10.5 All time worked in excess of the agreed hours is overtime and the employee must be paid in accordance with clause 19—Overtime.

- 10.6** 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 11.
- 10.7** A part-time employee must be paid the ordinary hourly rate for the relevant classification in clause 15—Minimum rates for each hour worked.
- 10.8** Part-time employees must receive a minimum of 8 full days off for each 4 week period.

11. Casual employees

- 11.1** A casual employee is an employee engaged and paid as a casual employee.
- 11.2** A casual employee must be paid the ordinary hourly rate for the relevant classification in clause 15—Minimum rates plus a loading of **25%** for each hour worked.
- 11.3** 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 ordinary hourly rate for each hour work worked. The following provisions do not apply to casual employees on night cleaning duties:
- clause 13—Ordinary hours of work and rostering;
 - clause 19—Overtime; and
 - clause 20—Penalty rates.
- 11.4** A casual employee is entitled to a minimum period of engagement of 3 hours.

11.5 Right to request casual conversion

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request

may only be refused on reasonable grounds and after there has been consultation with the employee.

- (g) Reasonable grounds for refusal include that:

 - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award—that is, the casual employee is not truly a regular casual employee as defined in clause 11.5(b);
 - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
 - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made.
- (j) If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 29—Dispute resolution. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (k) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in clause 11.5, the employer and employee must discuss and record in writing:

 - (i) the form of employment to which the employee will convert—that is, full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.2.
- (l) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (m) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.

- (n) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under clause 11.3.
- (o) Nothing in clause 11.3 obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (p) Nothing in clause 11.3 requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (q) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (r) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 11.5(q).

12. Classifications

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

Part 3—Hours of Work

13. Ordinary hours of work and rostering

13.1 Ordinary working hours

- (a) The ordinary working hours will be up to 38 or an average of up to 38 hours per week over a 4 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 5 days per week with a maximum of 10 hours per day with 2 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 once fixed are not to be altered except by agreement or by the employer on 14 days' notice.

13.2 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 13.2(a), **water restriction** means restriction or rationing in the use of water in accordance with orders or regulations approved by the relevant authority.

14. Breaks

14.1 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 5 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.

14.2 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.

14.3 Paid breaks during overtime

- (a) An employee working overtime will be allowed a paid break of 20 minutes after each 4 hours of overtime worked if the employee continues work after-the 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 14.3 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

15. Minimum rates

15.1 Employees generally

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

Classification	Minimum weekly rate \$ (full-time employee)	Minimum hourly rate \$
Introductory level	740.80	19.49
Maintenance and Horticultural Employee Level 1	771.40	20.30
Maintenance and Horticultural Employee Level 2	832.10	21.90
Tradesperson	862.50	22.70
Trackwork and Pool Supervisor	930.20	24.48
Management Employee Level 1	997.90	26.26
Management Employee Level 2	1,101.50	28.99

See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalties.

15.2 Junior rates

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

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

15.3 Apprentice rates

- (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
 - 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:

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

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

Year of apprenticeship	Not completed year 12	Completed year 12
	% of Tradesperson minimum wage	
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 15.3(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 15; or

- the rate prescribed by clause 15.3(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 15.3(d)(iii) must have been an employee in that enterprise for:
 - at least 6 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 15 in which the adult apprentice was engaged immediately prior to entering into the training arrangement.

15.4 School-based apprentices

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

15.5 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 4 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.

15.6 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.

15.7 National training wage

- (a) Schedule E to the *Miscellaneous Award 2010* sets out minimum wage rates and conditions for employees undertaking traineeships.
- (b) This award incorporates the terms of Schedule E to the *Miscellaneous Award 2010* as at 1 July 2019. Provided that any reference to “this award” in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the *Racing Industry Ground Maintenance Award 2010* and not the *Miscellaneous Award 2010*.

16. Payment of wages

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

16.1 Period of payment

- (a) 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.
- (b) Where it is agreed between an employer and an employee, wages may be paid on a weekly, fortnightly or monthly basis.

16.2 Method of payment

- (a) 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.
- (b) If payment is by cash or cheque, wages must be paid during ordinary working hours.

16.3 Late payment of wages

Where an employee is paid by cash or cheque and the employee is not paid within the time required by clause 10A.1 through circumstances beyond the reasonable control of the employer, the employee is entitled to a payment at ordinary rates for the duration the employee is kept waiting for payment at the workplace.

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

16.4 Payment on termination of employment

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
 - (i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under clause 16.4(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

NOTE 2: Clause 16.4(b) allows the Commission to make an order delaying the requirement to make a payment under clause 16.4. For example, the Commission could

make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the [Act](#) for the Commission to reduce the amount of redundancy pay an employee is entitled to under the [NES](#).

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

17. Allowances

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

17.1 Employers must pay to an employee the allowances the employee is entitled to under clause 17. See Schedule B—Summary of Hourly Rates of Pay for a summary of monetary allowances and method of adjustment.

17.2 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 **\$17.25** 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:

In charge of:	\$ per week
1-2 other employees	17.25
3-6 other employees	34.50
More than 6 other employees	43.13

(ii) The provisions of clause 17.2(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 **\$25.88** per week.

17.3 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 annual leave. The following allowances are paid for all purposes under this award:

- (i) Tool allowance—tradesperson, other than a carpenter (clause 17.3(e)(i)); and
- (ii) Tool allowance—carpenter (clause 17.3(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 **\$11.69** 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 8 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 17.3(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:

Classification	\$ per week
Tradesperson (other than carpenter)	13.52
Carpenter	26.37

- (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.

(f) Loss of clothing

The employer must reimburse an employee up to a maximum of **\$819.38** 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.

18. Superannuation

18.1 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.

18.2 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.

18.3 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 18.2.
- (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 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or 18.3(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—Overtime and Penalty Rates

19. Overtime

19.1 Overtime

- (a) All time worked in excess of 38 ordinary hours a week or outside the spread of hours set out in clause 13.1 of this award or in excess of 10 ordinary hours per day will be paid for at the rate of **150%** of the ordinary hourly rate for the first 2 hours and **200%** of the ordinary hourly rate after the first 2 hours.
- (b) Overtime worked on a Sunday will be paid in accordance with clause 20.4(b).
- (c) In computing overtime each day's work will stand alone except as provided in clause 19.2.

19.2 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 19.2(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.

19.3 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.

19.4 Time off instead of payment for overtime

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 19.4.
- (c) An agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - (iii) that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in clause 19.4(c)(iii) must be made in the next pay period following the request.

NOTE: An example of the type of agreement required by clause 19.4 is set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. There is no requirement to use the form of agreement set out at Schedule F—Agreement for Time Off Instead of Payment for Overtime. An agreement under clause 19.4 can also be made by an exchange of emails between the employee and employer, or by other electronic means.

- (d) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

EXAMPLE: By making an agreement under clause 19.4 an employee who worked 2 overtime hours is entitled to 2 hours' time off.

- (e) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (f) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.4 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- (g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.4(e), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (h) The employer must keep a copy of any agreement under clause 19.4 as an employee record.
- (i) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (j) An employee may, under section 65 of the [Act](#), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.4 will apply, including the requirement for separate written agreements under clause 19.4(b) for overtime that has been worked.

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

- (k) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.4 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.4.

20. Penalty rates

20.1 Morning work

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

20.2 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.

20.3 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.

20.4 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.

20.5 Public holidays

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

Part 6—Leave and Public Holidays

21. Annual leave

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

21.2 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 15—Minimum rates.

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

21.3 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 21, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

21.4 Annual leave in advance

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

NOTE: An example of the type of agreement required by clause 21.4 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 21.4 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 21.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

21.5 Close down

- (a) Where an employer intends temporarily to close (or reduce to nucleus) the place of employment or a section of it for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, the employer may give those employees one month's notice in writing of an intention to apply the provisions of clause 21.5. 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 21.5(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.

21.6 Excessive leave accruals: general provision

NOTE: Clauses 21.6 to 21.8 contain provisions, additional to the [NES](#) about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the [Act](#).

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 21.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 21.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

21.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 21.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 21.7(a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.6, 21.7 or 21.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 21.7(a) that is in effect.
- (d) An employee to whom a direction has been given under clause 21.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 21.7(d) may result in the direction ceasing to have effect. See clause 21.7(b)(i).

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

21.8 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 21.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under clause 21.8(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 21.7(a) that, when any other paid annual leave arrangements (whether made under clause 21.6, 21.7 or 21.8 or otherwise agreed by the employer and

employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under clause 21.8(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.6, 21.7 or 21.8 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under clause 21.8(a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under clause 21.8(a).

21.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 21.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 21.9.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 21.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 21.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

- (i) The employer must keep a copy of any agreement under clause 21.9 as an employee record.

NOTE 1: Under section 344 of the [Act](#), an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 21.9.

NOTE 2: Under section 345(1) of the [Act](#), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 21.9.

NOTE 3: An example of the type of agreement required by clause 21.9 is set out at Schedule H—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule H—Agreement to Cash Out Annual Leave.

22. Personal/carer’s leave and compassionate leave

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

23. Parental leave and related entitlements

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

24. Community service leave

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

25. Unpaid family and domestic violence leave

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

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

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

26. Public holidays

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

26.2 Where an employee works on a public holidays they will be paid in accordance with clause 20.5.

26.3 Substitution of public holidays by agreement

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

26.4 Part-day public holidays

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

Part 7—Consultation and Dispute Resolution

27. Consultation about major workplace change

27.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

27.2 For the purposes of the discussion under clause 27.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

27.3 Clause 27.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

27.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).

27.5 In clause 27 **significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

27.6 Where this award makes provision for alteration of any of the matters defined at clause 27.5, such alteration is taken not to have significant effect.

28. Consultation about changes to rosters or hours of work

28.1 Clause 28 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

28.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

28.3 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 28.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

28.4 The employer must consider any views given under clause 28.3(b).

28.5 Clause 28 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

29. Dispute resolution

29.1 Clause 29 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

29.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

29.3 If the dispute is not resolved through discussion as mentioned in clause 29.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through

discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 29.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 29.2 and 29.3, a party to the dispute may refer it to the Fair Work Commission.
- 29.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 29.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 29.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 29.
- 29.8** While procedures are being followed under clause 29 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
 - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 29.9** Clause 29.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

30. Termination of employment

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

30.1 Notice of termination by an employee

- (a) Clause 30.1 applies to all employees except those identified in sections 123(1) and 123(3) of the [Act](#).

An employee must give the employer notice of termination in accordance with **Table 1—Period of notice**

- (b) of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

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

Column 1	Column 2
Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

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

- (c) In clause 30.1 **continuous service** has the same meaning as in section 117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under clause 30.1, then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under clause 30.1(b), then no deduction can be made under clause 30.1(d).
- (f) Any deduction made under clause 30.1(d) must not be unreasonable in the circumstances.

30.2 Job search entitlement

- (a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under clause 30.2 is to be taken at times that are convenient to the employee after consultation with the employer.

31. Redundancy

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

31.1 Transfer to lower paid duties on redundancy

- (a) Clause 31.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 31.1(c).

- (c) If the employer acts as mentioned in clause 31.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

31.2 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 31 or under sections 119 to 123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

31.3 Job search entitlement

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under clause 31.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of clause 31.3(b).
- (d) An employee who fails to produce proof when required under clause 31.3(b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clause 30.2.

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 3 months before progressing to Level 1. Progression to Level 1 may be delayed for a further period of up to 3 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 3 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 work 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 3 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 3 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 work health and safety management in outdoor areas;
- (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.

DRAFT

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 17.3(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 15—Minimum rates. Consistent with clause B.1.1, all-purpose allowances need to be added to the rates in the table where they are applicable.

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 ¹	Evening work ²	Work outside of ordinary hours due to water restrictions ³
	% of ordinary hourly rate ⁴			
	100%	125%	115%	150%
	\$	\$	\$	\$
Introductory level	19.49	24.36	22.41	29.24
Maintenance and Horticultural employee Level 1	20.30	25.38	23.35	30.45
Maintenance and Horticultural employee Level 2	21.90	27.38	25.19	32.85
Tradesperson	22.70	N/A	26.11	34.05
Trackwork and Pool Supervisor	24.48	N/A	28.15	36.72
Management Employee Level 1	26.26	N/A	30.20	39.39
Management Employee Level 2	28.99	N/A	33.34	43.49

¹ **Morning work** means work done by track crossing attendants prior to 6.30 am (see clause 20.1).

² **Evening work** means work done at greyhound or harness meetings between 6.00 pm and 11.00 pm (see clause 20.2).

³ **Work outside of ordinary hours due to water restrictions** means work done from Monday to Friday outside the hours of 6.30 am to 6.30 pm where the employer is subject to water restrictions (see clause 13.2(a)(ii)). ‘Water restrictions’ has the meaning in clause 13.2(b).

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

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

	Saturday ¹	Sunday ¹	Public holiday
	% of ordinary hourly rate ²		
	125%	175%	250%
	\$	\$	\$
Introductory level	24.36	34.11	48.73
Maintenance and Horticultural Employee Level 1	25.38	35.53	50.75
Maintenance and Horticultural Employee Level 2	27.38	38.33	54.75
Tradesperson	28.38	39.73	56.75
Trackwork and Pool Supervisor	30.60	42.84	61.20
Management Employee Level 1	32.83	45.96	65.65
Management Employee Level 2	36.24	50.73	72.48

¹ Saturday and Sunday rates apply where an employer conducts an event that is open to the public in accordance with clauses 20.3 and 20.4.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.2.3 Full-time and part-time employees—overtime

	Monday to Saturday		Sunday	Public holiday
	% of ordinary hourly rate ¹			
	First 2 hours	After first 2 hours	All overtime hours worked	All hours worked
	150%	200%	200%	250%
Introductory level	29.24	38.98	38.98	48.73
Maintenance and Horticultural Employee Level 1	30.45	40.60	40.60	50.75
Maintenance and Horticultural Employee Level 2	32.85	43.80	43.80	54.75
Tradesperson	34.05	45.40	45.40	56.75
Trackwork and Pool Supervisor	36.72	48.96	48.96	61.20
Management Employee Level 1	39.39	52.52	52.52	65.65
Management Employee Level 2	43.49	57.98	57.98	72.48

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3 Casual employees

A Full Bench has been constituted in [AM2017/51](#) to deal with the issue of overtime for casuals. The rates in the tables below dealing with overtime for casuals will not become operative until a decision is made in that matter and only to the extent that they are consistent with the decision.

B.3.1 Casual employees—ordinary hours and penalty rates

	Ordinary rates	Morning work ¹	Evening work ²	Work outside of ordinary hour due to water restrictions ³
	% of ordinary hourly rate ⁴			
	125%	150%	140%	175%
	\$	\$	\$	\$
Introductory level	24.36	29.24	27.29	34.11
Maintenance and Horticultural Employee Level 1	25.38	30.45	28.42	35.53
Maintenance and Horticultural Employee Level 2	27.38	32.85	30.66	38.33
Tradesperson	28.38	34.05	31.78	39.73
Trackwork and Pool Supervisor	30.60	N/A	34.27	42.84
Management Employee Level 1	32.83	N/A	36.76	45.96
Management Employee Level 2	36.24	N/A	40.59	50.73

¹ **Morning work** means work done by track crossing attendants prior to 6.30 am (see clause 20.1).

² **Evening work** means work done at greyhound or harness meetings between 6.00 pm and 11.00 pm (see clause 20.2).

³ **Work outside of ordinary hours due to water restrictions** means work done from Monday to Friday outside the hours of 6.30 am to 6.30 pm where the employer is subject to water restrictions (see clause 13.2(a)(ii)). ‘Water restrictions’ has the meaning in clause 13.2(b).

⁴ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.2 Casual employees—weekend and public holiday penalties

	Saturday¹	Sunday¹	Public holiday
	% of ordinary hourly rate ²		
	150%	200%	275%
	\$	\$	\$
Introductory level	29.24	38.98	53.60
Maintenance and Horticultural Employee Level 1	30.45	40.60	55.83
Maintenance and Horticultural Employee Level 2	32.85	43.80	60.23
Tradesperson	34.05	45.40	62.43
Trackwork and Pool Supervisor	36.72	48.96	67.32
Management Employee Level 1	39.39	52.52	72.22
Management Employee Level 2	43.49	57.98	79.72

¹ Saturday and Sunday rates apply where an employer conducts an event that is open to the public in accordance with clauses 20.3 and 20.4.

² Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.3.3 Casual employees—overtime

	Monday to Saturday		Sunday	Public holidays
	% ordinary hourly rate ¹			
	First 2 hours	After first 2 hours	All overtime hours worked	All hours worked
	175%	225%	225%	275%
	\$	\$	\$	\$
Introductory level	34.11	43.85	43.85	53.60
Maintenance and Horticultural employee Level 1	35.53	45.68	45.68	55.83
Maintenance and Horticultural employee Level 2	38.33	49.28	49.28	60.23
Tradesperson	39.73	51.08	51.08	62.43
Trackwork and Pool supervisor	42.84	55.08	55.08	67.32
Management Employee Level 1	45.96	59.09	59.09	72.22
Management Employee Level 2	50.73	65.23	65.23	79.72

	Monday to Saturday	Sunday	Public holidays
	% ordinary hourly rate ¹		
	First 2 hours	After first 2 hours	All overtime hours worked
	175%	225%	275%

¹ Rates in table are calculated based on the minimum hourly rate, see clauses B.1.1 and B.1.2.

B.4 Casuals engaged in night cleaning duties

	Night cleaning ¹
	% ordinary hourly rate
	155%
	\$
Introductory level	30.21
Maintenance and Horticultural Employee Level 1	31.47
Maintenance and Horticultural Employee Level 2	33.95
Tradesperson	35.19
Trackwork and Pool Supervisor	37.94
Management Employee Level 1	40.70
Management Employee Level 2	44.93

¹**Night cleaning** means night cleaning duties (see clause 11.3)

Schedule C—Summary of Monetary Allowances

See clause 17—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

C.1.1 The wage-related allowances in this award are based on the [standard rate](#) as defined in clause 2—Definitions as the minimum weekly wage for tradesperson classification in clause 15—Minimum rates = **\$862.50**

Allowance	Clause	% of standard rate	\$	Payable
First aid attendant allowance	17.2(a)	2.0	17.25	per week
Leading hand allowance	17.2(b)			per week
1-2 employees		2.0	17.25	per week
3-6 employees		4.0	34.50	per week
More than 6 employees		5.0	43.13	per week
Employee in charge of tractor plant	17.2(c)	3.0	25.88	per week
Loss of clothing reimbursement (maximum)	17.3(f)	95.0	819.38	per single claim

¹This payment does not apply where the delay is due to circumstances beyond the reasonable control of the employer.

C.1.2 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

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	\$	Payable
Tool allowance—tradesperson (other than a carpenter) ¹	17.3(e)(i)	13.52	Per week
Tool allowance—carpenter ²	17.3(e)(i)	26.37	Per week
Meal allowance	17.3(c)	11.69	Per occasion

^{1,2}These allowances apply for all purposes of this award.

C.2.2 Adjustment of expense-related allowances

(a) At the time of any adjustment to the [standard rate](#), each expense-related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable

index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal 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
Loss of clothing reimbursement	Clothing and Footwear sub-group

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

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

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:

Assessed capacity (clause D.5)	Relevant minimum wage
%	%
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 **\$87** 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 SWS by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

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 SWS.

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 4 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 \$87 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 6 years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- 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—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

Name of employee: _____

Name of employer: _____

The employer and employee agree that the employee may take time off instead of being paid for the following amount of overtime that has been worked by the employee:

Date and time overtime started: ___/___/20___ am/pm

Date and time overtime ended: ___/___/20___ am/pm

Amount of overtime worked: _____ hours and _____ minutes

The employer and employee further agree that, if requested by the employee at any time, the employer must pay the employee for overtime covered by this agreement but not taken as time off. Payment must be made at the overtime rate applying to the overtime when worked and must be made in the next pay period following the request.

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Schedule G—Agreement to Take Annual Leave in Advance

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

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ____/____/20____

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule H—Agreement to Cash Out Annual Leave

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

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule I—Part-day Public Holidays

- I.1** This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the [NES](#).
- I.2** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year’s Eve (31 December in each year) the following will apply on Christmas Eve and New Year’s Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a)** All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the [NES](#).
 - (b)** Where a part-time or full-time employee is usually rostered to work ordinary hours 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 I.2(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 I.2(a), will not be entitled to another day off, another day’s pay or another day of annual leave as a result of the part-day public holiday.
- I.3** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.
- I.4** This schedule is not intended to detract from or supplement the [NES](#).