

# Horse and Greyhound Training Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 21 June 2017 ([PR592103](#), [PR592265](#), [PR593805](#), [PR592689](#)).

Clause(s) affected by the most recent variation(s):

- 13—Classifications and minimum wages
- 14—Allowances
- Schedule B—Supported Wage System
- Schedule C—National Training Wage

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/205](#); [AM2014/300](#); [AM2014/301](#); [AM2015/1](#); [AM2015/2](#); [AM2016/8](#); [AM2016/15](#); [AM2016/17](#)

## Table of Contents

[Varied by [PR988388](#), [PR532630](#), [PR544519](#), [PR546288](#), [PR553195](#), [PR557581](#), [PR573679](#)]

- Part 1— Application and Operation ..... 3**
  - 1. Title ..... 3
  - 2. Commencement and transitional..... 3
  - 3. Definitions and interpretation ..... 4
  - 4. Coverage ..... 7
  - 5. Access to the award and the National Employment Standards..... 8
  - 6. The National Employment Standards and this award..... 8
  - 7. Award flexibility ..... 8
- Part 2— Consultation and Dispute Resolution..... 10**
  - 8. Consultation ..... 10
  - 9. Dispute resolution ..... 11
- Part 3— Types of Employment and Termination of Employment ..... 12**
  - 10. Types of employment..... 12
  - 11. Termination of employment..... 14
  - 12. Redundancy..... 14
- Part 4— Minimum Wages and Related Matters..... 15**
  - 13. Classifications and minimum wages..... 15
  - 14. Allowances..... 19

Horse and Greyhound Training Award 2010

15. District allowances ..... 20

16. Accident pay ..... 21

17. Higher duties ..... 21

18. Payment of wages ..... 21

19. Superannuation..... 21

**Part 5— Hours of Work and Related Matters ..... 23**

20. Ordinary hours of work and rostering..... 23

21. Breaks..... 23

22. Overtime and penalty rates ..... 23

**Part 6— Leave and Public Holidays..... 25**

23. Annual leave ..... 25

24. Personal/carer’s leave and compassionate leave..... 30

25. Community service leave..... 30

26. Public holidays ..... 30

**Schedule A —Transitional Provisions..... 31**

**Schedule B —Supported Wage System..... 37**

**Schedule C —National Training Wage ..... 40**

**Schedule D —2016 Part-day Public Holidays..... 41**

**Schedule E —School-based apprentices..... 43**

**Schedule F —Agreement to Take Annual Leave in Advance ..... 44**

**Schedule G —Agreement to Cash Out Annual Leave ..... 45**

## Part 1—Application and Operation

### 1. Title

This award is the *Horse and Greyhound Training Award 2010*.

### 2. Commencement and transitional

[Varied by [PR988388](#), [PR542128](#)]

**2.1** This award commences on 1 January 2010.

**2.2** The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

**2.3** This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542128](#) ppc 04Dec13]

**2.4** Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

[2.5 varied by [PR542128](#) ppc 04Dec13]

**2.5** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542128](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

## Horse and Greyhound Training Award 2010

- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR994304](#), [PR997772](#), [PR503610](#), [PR545963](#), [PR557536](#)]

#### 3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994304](#) from 01Jan10]

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

[Definition of **adult apprentice** inserted by [PR557536](#) ppc 10Nov14]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994304](#) from 01Jan10]

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **apprentice** inserted by [PR557536](#) ppc 10Nov14]

**apprentice** includes an adult apprentice

[Definition of **apprentice jockey** inserted by [PR557536](#) ppc 10Nov14]

**apprentice jockey** means a person who is employed as an apprentice jockey and is undertaking a recognised apprenticeship to acquire the skills and knowledge required to achieve a jockey licence. All employment conditions and allowances in this award apply to apprentice jockeys when they are undertaking duties described in the award. This award does not cover apprentice jockeys when they are undertaking work in accordance with a trial or race riding arrangement for which they receive payment. For example, if an apprentice jockey is engaged in race riding at a race meeting for which they receive a payment they would not be entitled to wages or allowances under the award in respect of their attendance at the race meeting and undertaking that work

[Definition of **award-based transitional instrument** inserted by [PR994304](#) from 01Jan10]

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

## Horse and Greyhound Training Award 2010

[Definition of **Commission** deleted by [PR994304](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR545963](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR545963](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503610](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503610](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994304](#), [PR997772](#) from 01Jan10]

**employee** means national system employee within the meaning of the Act

[Definition of **employer** substituted by [PR994304](#), [PR997772](#) from 01Jan10]

**employer** means national system employer within the meaning of the Act

[Definition of **enterprise award** deleted by [PR994304](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994304](#) from 01Jan10]

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **exempt public sector superannuation scheme** inserted by [PR545963](#) ppc 01Jan14]

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

**horse and greyhound training industry** means the business, calling or occupation of the training and preparation of animals for the thoroughbred, trotting, harness and greyhound racing industries and covers the functions of pre-training, grooming, feeding, handling, stabling and exercising of animals, the cleaning, care and maintenance of stables and associated training equipment and the care and leading in of horses at race meetings

[Definition of **MySuper product** inserted by [PR545963](#) ppc 01Jan14]

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

## Horse and Greyhound Training Award 2010

[Definition of **NAPSA** deleted by [PR994304](#) from 01Jan10]

[Definition of **NES** substituted by [PR994304](#) from 01Jan10]

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

[Definition of **on-hire** inserted by [PR994304](#) from 01Jan10]

**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

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

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

**standard rate** means the minimum weekly wage for the stable foreman classification in clause 13—Classifications and minimum wages

[Definition of **track rider** substituted by [PR557536](#) ppc 10Nov14]

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

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

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

[Definition of **transitional minimum wage instrument** inserted by [PR994304](#) from 01Jan10]

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

**3.2** Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

## 4. Coverage

[Varied by [PR994304](#)]

**4.1** This industry award covers employers throughout Australia in the horse and greyhound training industry and their employees in the classifications listed in clause 13—Classifications and minimum wages to the exclusion of any other modern award.

**4.2** The award does not cover an employee excluded from award coverage by the Act.

[4.3 substituted by [PR994304](#) from 01Jan10]

**4.3** The award does not cover 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.

[New 4.4 inserted by [PR994304](#) from 01Jan10]

**4.4** The award does not cover 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.

[4.5 inserted by [PR994304](#) from 01Jan10]

**4.5** This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.

[4.6 inserted by [PR994304](#) from 01Jan10]

**4.6** This award covers employers which provide group training services for trainees engaged in the industry and/or parts of industry set out at clause 4.1 and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.

[4.4 renumbered as 4.7 by [PR994304](#) from 01Jan10]

**4.7** Where an employer is covered by more than one award, an employee of that employer is covered by the classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

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

## **5. Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **6. The National Employment Standards and this award**

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

## **7. Award flexibility**

[Varied by [PR994304](#), [PR542128](#)]

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

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

[7.2 varied by [PR542128](#) ppc 04Dec13]

**7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**7.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

[7.3(b) substituted by [PR994304](#) from 01Jan10; varied by [PR542128](#) ppc 04Dec13]

- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

[7.4 substituted by [PR994304](#) from 01Jan10]

**7.4** The agreement between the employer and the individual employee must also:



## Horse and Greyhound Training Award 2010

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

[7.5 deleted by [PR994304](#) from 01Jan10]

[7.6 renumbered as 7.5 by [PR994304](#) from 01Jan10]

**7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

[New 7.6 inserted by [PR994304](#) from 01Jan10]

**7.6** Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**7.8** The agreement may be terminated:

[7.8(a) varied by [PR542128](#) ppc 04Dec13]

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

[Note inserted by [PR542128](#) ppc 04Dec13]

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

[New 7.9 inserted by [PR542128](#) ppc 04Dec13]

**7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement

## Horse and Greyhound Training Award 2010

entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.

[7.9 renumbered as 7.10 by [PR542128](#) ppc 04Dec13]

**7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## Part 2—Consultation and Dispute Resolution

### 8. Consultation

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#) ppc 01Jan14]

#### 8.1 Consultation regarding major workplace change

##### (a) Employer to notify

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

##### (b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the

changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

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

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

## **9. Dispute resolution**

[Varied by [PR994304](#), [PR542128](#)]

- 9.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

[9.2 varied by [PR994304](#), [PR542128](#) ppc 04Dec13]

- 9.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1

have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

[9.3 varied by [PR994304](#), [PR542128](#) ppc 04Dec13]

**9.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.

[9.4 varied by [PR994304](#), [PR542128](#) ppc 04Dec13]

**9.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

**9.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

**9.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

[Varied by [PR567221](#)]

**10.1** Subject to clause 10.4 and except as hereinafter provided employment must be by the week. It must be clearly indicated by the employer whether the employee is engaged on a full-time, part-time or casual basis.

#### **10.2 Probationary employment**

- (a) An employer may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed four weeks.
- (b) A probationary employee is for all purposes of the award a full-time or part-time employee.
- (c) Probationary employment forms part of an employee's period of continuous service for all purposes of the award, except where otherwise specified in the award.

[10.2(d) deleted by [PR567221](#) ppc 16Oct15]

[10.2(e) renumbered as 10.2(d) and substituted by [PR567221](#) ppc 16Oct15]

- (d) Where an employee has given or been given notice, the employee will continue in the employment until the date of expiration of such notice. Any employee who, having given or been given notice, is absent from work without reasonable cause (proof of which will lie on the employee) during such period will be deemed to have abandoned the employment and will not be entitled to payment for work done by the employee within that period.

### **10.3 Part-time employment**

A part-time employee means an employee who works a regular pattern of hours from week to week which is less than the standard ordinary hours in any week. The terms of this award apply pro rata for part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

### **10.4 Casual employment**

- (a) A casual employee is to be employed by the hour and the employment of a casual employee may be terminated at any time.
- (b) Casual employees may only be engaged in the following circumstances:
  - (i) to meet short term work needs; or
  - (ii) to carry out work in emergency circumstances; or
  - (iii) to perform work unable to be practicably rostered to a permanent employee.
- (c) A casual employee working ordinary time must be paid the appropriate minimum wage prescribed in clause 13—Classifications and minimum wages, calculated hourly plus a loading of 25% but will not be entitled to any of the leave or public holiday benefits applying to full-time employees. The loading constitutes part of the casual employee's all-purpose rate.
- (d) A casual employee who has been employed on a regular pattern of hours in 12 consecutive weeks must after that time have the right to elect to be engaged as a permanent employee if the employment on a regular pattern of hours continues into the next consecutive week. Any eligible employee that elects to convert must thereafter be treated for all purposes of this award as a full-time or part-time employee, as the case may be.
- (e) An employee must not be engaged or re-engaged as a casual employee under this clause to avoid any obligation under this award.
- (f) A casual employee must be engaged:
  - (i) for a minimum daily period of three hours; and
  - (ii) not more than once on each day.

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

## **11. Termination of employment**

**11.1** Notice of termination is provided for in the NES.

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

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

### **11.3 Job search entitlement**

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

## **12. Redundancy**

[Varied by [PR994304](#), [PR503610](#), [PR561478](#)]

**12.1** Redundancy pay is provided for in the NES.

### **12.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **12.3 Employee leaving during notice period**

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

#### 12.4 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3.

#### 12.5 Transitional provisions – NAPSA employees

[12.5 substituted by [PR994304](#); renamed by [PR503610](#); deleted by [PR561478](#) ppc 05Mar15]

#### 12.6 Transitional provisions – Division 2B State employees

[12.6 inserted by [PR503610](#); deleted by [PR561478](#) ppc 05Mar15]

### Part 4—Minimum Wages and Related Matters

#### 13. Classifications and minimum wages

[Varied by [PR988388](#), [PR997887](#), [PR509039](#), [PR522870](#), [PR536673](#), [PR551596](#), [PR557536](#), [PR566675](#), [PR579758](#), [PR592103](#), [PR593805](#)]

##### 13.1 The minimum weekly wages for adults will be the following:

[13.1 varied by [PR997887](#), [PR509039](#), [PR522870](#), [PR536673](#), [PR551596](#); [PR557536](#) ppc 10Nov14, [PR566675](#), [PR579758](#), [PR592103](#) ppc 01Jul17]

Classification	Minimum weekly wage \$
Stable employee (on commencement with employer)	694.90
Stablehand Grade 1 (after three months' continuous employment with the employer)	714.90
Stablehand Grade 2 (who has at least two years in the industry and whose duties are above those required of a Grade 1 employee)	742.30
Track rider	742.30
Stable foreman	809.10
Training assistant	834.40

## Horse and Greyhound Training Award 2010

<b>Classification</b>	<b>Minimum weekly wage</b> <b>\$</b>
Trainer	882.80

Apprentice jockey (minimum wage payable to an apprentice jockey is to be calculated by applying the relevant percentage in clause 13.6(a), (b) & (c) to the track rider minimum weekly wage)

### 13.2 Deductions from wages

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

### 13.3 Junior employees

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

<b>Age</b>	<b>Percentage</b>
15 and under 16 years	55
16 and under 17 years	60
17 and under 18 years	65
18 and under 19 years	70
19 and under 20 years	80
20 years of age	95

(b) Such percentage is to be rounded to the nearest 10 cents.

(c) If required by the employer an employee must produce either a birth certificate or a statutory declaration as to the employee's age.

### 13.4 Supported wage system

See Schedule B

### 13.5 National training wage

[13.5 substituted by [PR593805](#) ppc 01Jul17]

(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 2017. Provided that any reference to "this award" in Schedule E to the *Miscellaneous Award 2010* is to be read as referring to the



*Horse and Greyhound Training Award 2010 and not the Miscellaneous Award 2010.*

### 13.6 Apprentice minimum wages

[13.6 inserted by [PR557536](#) ppc 10Nov14]

- (a) An apprentice except as provided for in clause 13.6(b) and (c) must be paid a minimum of the following percentage of the minimum wage of the relevant classification in clause 13.1 determined in accordance with the following table:

**Relevant attribute of the person at the time of entering into a training agreement as an apprentice**

<b>Year of apprenticeship</b>	<b>Percentage for apprentices who have not completed year 12</b>	<b>Percentage for apprentices who have completed year 12</b>
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	95

- (b) An adult apprentice who commenced on or after 1 January 2014 and is in the first year of their apprenticeship must be paid 80% of the minimum wage of the relevant classification in clause 13.1, or the rate prescribed by clause 13.6(a) for the relevant year of the apprenticeship, whichever is the greater.
- (c) An adult apprentice who commenced on or after 1 January 2014 and is in the second and subsequent years of their apprenticeship must be paid the rate for the lowest adult classification in clause 13.1, or the rate prescribed by clause 13.6(a) for the relevant year of the apprenticeship, whichever is the greater.
- (d) A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. 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 13.1 in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- (e) Clause 13.6(a) will be effective from 1 January 2010. The retrospective application of this clause is not to result in a reduction in the take-home pay that has been paid by the employer to any apprentice who may have been covered by this award at the relevant time.

### 13.7 Apprenticeship conditions of employment

[13.7 inserted by [PR557536](#) ppc 10Nov14]

- (a) Except where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of (b) above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under (b) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (e) All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (f) An employer may meet its obligations under (e) by paying any fees and/or cost of textbooks directly to the RTO.
- (g) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule E—School-based apprentices.
- (h) No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at the RTO, as required by any statute, award, regulation or the contract of training applicable to them.
- (i) The notice of termination provisions of the NES apply to apprentices.

## 14. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR998045](#), [PR509161](#), [PR522991](#), [PR536794](#), [PR551717](#), [PR566816](#), [PR579512](#), [PR592265](#)]

### 14.1 Racecourse attendance allowance

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

[14.1(a) varied by [PR522991](#), [PR536794](#), [PR551717](#) ppc 01Jul14]

- (a) where the racecourse is situated within 75 kilometres of the employee's place of employment: \$23.70;

[14.1(b) varied by [PR522991](#), [PR536794](#), [PR551717](#) ppc 01Jul14]

- (b) where the racecourse is more than 75 kilometres from the employee's place of employment, the allowance in clause 14.1(a) plus \$5.58 for each additional 50 kilometres or part thereof that the racecourse is situated from the place of employment.

### 14.2 Transport allowance

In addition to the allowance in clause 14.1, every employee who is required to attend a race meeting and perform work covered by the award must, if the horse is floated, be reimbursed an amount equal to the cost of fares reasonably spent by the employee in travelling from the employee's usual place of work to the race meeting unless the employer supplies transport.

### 14.3 Meal allowances

[14.3(a) varied by [PR998045](#), [PR509161](#), [PR522991](#), [PR536794](#), [PR551717](#), [PR566816](#), [PR579512](#), [PR592265](#) ppc 01Jul17]

- (a) When required to attend a race meeting an employee must be paid an allowance of \$11.37 for each meal unless the employer supplies the meal.

[14.3(b) varied by [PR998045](#), [PR509161](#), [PR522991](#), [PR536794](#), [PR551717](#), [PR566816](#), [PR579512](#), [PR592265](#) ppc 01Jul17]

- (b) An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier must be paid an allowance of \$13.88 for each meal. If an employee is notified on the previous day or earlier of a requirement to work overtime for more than one and a half hours and provides their own meal but is subsequently not required to work overtime or is required to work less overtime than advised, the employee must be paid the allowance.

**14.4 Travel allowance**

Where in the course of the employment an employee is required to live and sleep at some place other than the employee's normal place of residence or where an employee is required by the employer to travel, the employee must be paid their reasonable out-of-pocket expenses before leaving the employer's premises.

**14.5 Protective clothing and footwear**

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

**14.6 Boots, cap and vest allowance**

Track riders (including people required to drive or ride horses) must be paid an allowance per week by way of subsidy of \$5.46 instead of riding boots, skullcaps and safety vest and each employee must provide a suitable skullcap, safety vest and riding boots as required.

**14.7 Adjustment of expense-related allowances**

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

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

**15. District allowances**

[Varied by [PR994304](#), [PR561478](#); deleted by [PR561478](#) ppc 05Mar15]

## 16. Accident pay

[Varied by [PR994304](#), [PR503610](#), [PR561478](#); deleted by [PR561478](#) ppc 05Mar15]

## 17. Higher duties

[17—Mixed functions renamed as Higher duties by [PR994304](#)]

- 17.1** An employee who is required to do work for which a higher rate is fixed than that provided for in their ordinary duties must, if such work exceeds a total of four hours on any day, be paid at the higher rate for all work done on such day.
- 17.2** In all other cases the employee must be paid the higher rate for the actual time worked.

## 18. Payment of wages

- 18.1** When an employee's employment is terminated before the usual payday, the employee must be paid all wages and holiday pay to which the employee is entitled within 24 hours of leaving the employer's service.
- 18.2** Wages must be paid once weekly or once fortnightly at the discretion of the employer and with the consent of the employee, provided that no employer will keep more than two days' pay in hand, other than for casual employees, whose wages will be paid in full.
- 18.3** Wages may be paid by cash or cheque or be transferred directly to the employee's bank account.
- 18.4** Payment is to be made on a nominated day between Monday and Friday, unless the day is a public holiday, in which case payment must be made the day before.
- 18.5** On or prior to payday, the employer must state to each employee, in writing, the total amount of wages to which the employee is entitled, the deductions and the net amount.

## 19. Superannuation

[Varied by [PR989300](#), [PR990535](#), [PR990821](#), [PR994304](#), [PR530232](#), [PR545963](#), [PR561478](#)]

### 19.1 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

## Horse and Greyhound Training Award 2010

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.

### 19.2 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.

### 19.3 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 19.2.
- (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 19.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 19.3(a) or (b) was made.

### 19.4 Superannuation fund

[19.4 varied by [PR994304](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 19.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 19.2 and pay the amount authorised under clauses 19.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) AustralianSuper;
- (b) HOSTPLUS;
- (c) SunSuper;
- (d) AMP Superannuation Savings Trust;
- (e) Nationwide Superannuation Fund;

[19.4(f) substituted by [PR530232](#) ppc 26Oct12]

- (f) CareSuper;

[19.4(g) varied by [PR545963](#) ppc 01Jan14]

- (g) any superannuation fund, to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

[19.4(h) inserted by [PR545963](#) ppc 01Jan14]

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

## **Part 5—Hours of Work and Related Matters**

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

- 20.1** The ordinary hours of work are 38 hours per week to be worked within rostered hours in five full days, or four full days and two half days, Monday to Saturday.
- 20.2** No employee will be required to work after 12 noon as part of the ordinary hours in any week on the two days rostered as the employee's two half days off.
- 20.3** A roster setting out the five days or the four days and two half days to be worked in any one week, Monday to Saturday, by each employee must be posted up on Monday of the preceding week.
- 20.4** By arrangement with the employer, stablehands may agree to change their rostered half days off in any week; this must be in writing.

### **21. Breaks**

[21 renumbered as 19 by [PR561478](#) ppc 05Mar15]

- 21.1** One 15 minute break, to be counted as time worked, must be allowed during the morning period of each working day to each individual employee at a time to be arranged by the employer in consultation with the employees.
- 21.2** For all employees rostered to work more than six hours, one 30 minute unpaid meal break is to be taken between hour five and hour six of the shift at a time arranged by the employer following consultation with employees.

### **22. Overtime and penalty rates**

[22 varied by [PR585798](#), [PR585798](#)]

- 22.1** All work performed in excess of or outside the ordinary hours prescribed by clause 20—Ordinary hours of work and rostering, of this award must be paid at 150% of the relevant minimum wage calculated hourly for the first three hours and 200% for the rest of the overtime.

**22.2** An employee required to work on a Sunday must be paid for all such work at 200% of the relevant minimum wage per hour for a minimum of three hours.

**22.3 Time off instead of payment for overtime**

[22.3 substituted by [PR585798](#) ppc 14Dec16]

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

EXAMPLE 1: By making an agreement under clause 22.3 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

EXAMPLE 2: By making an agreement under clause 22.3 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 1.5 hours' time off and payment of 1 hour at time and half.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 22.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 22.3 will apply for overtime that has been worked.

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



- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 22.3 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 22.3.

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

## Part 6—Leave and Public Holidays

### 23. Annual leave

[Varied by [PR994304](#), [PR546339](#), [PR561478](#), [PR583016](#), [PR588721](#)]

- 23.1** Annual leave is provided for in the NES. Annual leave does not apply to casual employees.

#### 23.2 Annual leave in advance

[23.2 renamed and substituted by [PR583016](#) ppc 29Jul16]

- (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 23.2 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 23.2 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 23.2, 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.

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

[23.3(a) substituted by [PR546339](#) ppc 24Jan14]

- (a) Where an employee has been given notice pursuant to clause 23.2 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.

[23.3(b) substituted by [PR546339](#) ppc 24Jan14]

- (b) 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.

#### **23.4 Excessive leave accruals: general provision**

[23.4 substituted by [PR994304](#), [PR588721](#) ppc 20Dec2016]

Note: Clauses 23.4 to 23.6 contain provisions, additional to the National Employment Standards, 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 Fair Work 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 23.5 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 23.6 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### **23.5 Excessive leave accruals: direction by employer that leave be taken**

[New 23.5 inserted by [PR588721](#) ppc 20Dec16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 23.4(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 paragraph (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 23.4, 23.5 or 23.6 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 paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (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 paragraph (d) may result in the direction ceasing to have effect. See clause 23.5(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

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

[New 23.6 inserted by [PR588721](#) ppc 20Dec16]

- (a) Clause 23.6 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 23.6(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.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:

## Horse and Greyhound Training Award 2010

- (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 23.5(a) that, when any other paid annual leave arrangements (whether made under clause 23.4, 23.5 or 23.6 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 23.4, 23.5 or 23.6 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under paragraph (b) more than 4 weeks' paid annual leave in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

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

[23.5 renumbered as 23.7 by [PR588721](#) ppc 20Dec16]

[23.5(a) substituted by [PR994304](#) from 01Jan10]

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

[23.6 substituted by [PR994304](#) from 01Jan10; 23.6 renumbered as 23.8 by [PR588721](#) ppc 20Dec16]

**23.8** Where an employee is entitled to a payment on termination of employment pursuant to s.90(2) of the Act, the amount is to be calculated in accordance with clause 23.7(a) above.

**23.9 Electronic funds transfer (EFT) payment of annual leave**

[23.7 inserted by [PR583016](#) ppc 29Jul16; 23.7 renumbered as 23.9 by [PR588721](#) ppc 20Dec16]

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

**23.10 Cashing out of annual leave**

[23.8 inserted by [PR583016](#) ppc 29Jul16; 23.8 renumbered as 23.10 by [PR588721](#) ppc 20Dec16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 23.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 23.10.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 23.10 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 23.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 23.10 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 23.10.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 23.10.

Note 3: An example of the type of agreement required by clause 23.10 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

**24. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

**25. Community service leave**

Community service leave is provided for in the NES.

**26. Public holidays**

**26.1** Public holidays are provided for in the NES.

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

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

## Schedule A—Transitional Provisions

[Varied by [PR988388](#), [PR994304](#), [PR503610](#)]

### A.1 General

**A.1.1** The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by [PR994304](#) from 01Jan10]

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994304](#) from 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and

## Horse and Greyhound Training Award 2010

(c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

(a) was obliged,

[A.3.1(b) substituted by [PR994304](#) from 01Jan10]

(b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or

(c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

(a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

(b) a piecework rate; and

(c) any applicable industry allowance.



**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

#### **A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

#### **A.5 Loadings and penalty rates – existing loading or penalty rate lower**

[A.5.1 substituted by [PR994304](#) from 01Jan10]

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

## Horse and Greyhound Training Award 2010

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994304](#) from 01Jan10]

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

### **First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **A.6 Loadings and penalty rates – existing loading or penalty rate higher**

[A.6.1 substituted by [PR994304](#) from 01Jan10]

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994304](#) from 01Jan10]

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

## Horse and Greyhound Training Award 2010

[A.6.3 substituted by [PR994304](#) from 01Jan10]

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.7 Loadings and penalty rates – no existing loading or penalty rate**

[A.7.1 substituted by [PR994304](#) from 01Jan10]

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994304](#) from 01Jan10]

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.8 Former Division 2B employers**

[A.8 inserted by [PR503610](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

## Horse and Greyhound Training Award 2010

- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.

## Schedule B—Supported Wage System

[Varied by [PR988388](#); substituted by [PR994304](#) ppc 01Jan10; varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR542128](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#)]

**B.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.

[B.2 varied by [PR568050](#) ppc 01Jul15]

**B.2** In this schedule:

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

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

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

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

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

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

### **B.3 Eligibility criteria**

**B.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.

**B.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.

## **B.4 Supported wage rates**

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

<b>Assessed capacity (clause B.5)</b>	<b>Relevant minimum wage</b>
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

[B.4.2 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#) ppc 01Jul17]

**B.4.2** Provided that the minimum amount payable must be not less than \$84 per week.

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

## **B.5 Assessment of capacity**

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

**B.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.

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

[B.6.1 varied by [PR542128](#) ppc 04Dec13]

**B.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.

[B.6.2 varied by [PR542128](#) ppc 04Dec13]

**B.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.

## **B.7 Review of assessment**

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

## **B.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.

## **B.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.

## **B.10 Trial period**

**B.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**B.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.

[B.10.3 varied by [PR998748](#), [PR510670](#), [PR525068](#), [PR537893](#), [PR551831](#), [PR568050](#), [PR581528](#), [PR592689](#) ppc 01Jul17]

**B.10.3** The minimum amount payable to the employee during the trial period must be no less than \$84 per week.

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

**B.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 B.5.

**Schedule C—National Training Wage**

[Varied by [PR988388](#); substituted by [PR994304](#) ppc 01Jan10; varied by [PR997887](#), [PR509039](#), [PR522870](#), [PR536673](#), [PR545787](#), [PR551596](#), [PR566675](#), [PR579758](#); deleted by [PR593805](#) ppc 01Jul17]



## Schedule D—2016 Part-day Public Holidays

[Sched D inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#) ppc 31May16]

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

- D.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) 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 D.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.

**Horse and Greyhound Training Award 2010**

- (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 D.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

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

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

## Schedule E—School-based apprentices

[Sched E inserted by [PR553195](#) ppc 01Aug14]

- 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 3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- E.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- E.6** For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- E.7** The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- E.8** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency based progression if provided for in this award.
- E.9** The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency-based progression (if provided for in this award). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- E.10** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- E.11** School-based apprentices are entitled pro rata to all of the other conditions in this award.

**Schedule F—Agreement to Take Annual Leave in Advance**

[Sched F inserted by [PR583016](#) ppc 29Jul16]

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 G—Agreement to Cash Out Annual Leave

[Sched G inserted by [PR583016](#) ppc 29Jul16]

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\_\_\_