

Attachment A  
**TO THE APPLICATION FOR CERTIFICATION OF THE QUEENSLAND  
APPRENTICED JOCKEYS CERTIFIED AGREEMENT 2005**

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION  
*Industrial Relations Act 1999, s156*

Queensland Racing  
AND  
The Australian Trainers Association  
AND  
Queensland Race Horse Trainers Association  
AND  
Australian Jockeys Association  
AND  
Employers named in Attachment B

**QUEENSLAND APPRENTICED JOCKEYS CERTIFIED AGREEMENT 2005**  
APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999* on the      day of      2006  
between Queensland Racing, the Australian Trainers Association, the Australian Jockeys Association and  
employers named in Appendix A.

**ARRANGEMENT OF AGREEMENT**

<b>Subject Matter</b>	<b>Clause No.</b>
<b>PART 1: PRELIMINARY</b>	
Title	1.1
Agreement Coverage	1.2
Date of Operation	1.3
Agreement Posting	1.4
Definitions	1.5
<b>PART 2: TERMS AND CONDITIONS OF EMPLOYMENT</b>	
Contract of Employment	2.1
Abandonment of employment	2.2
Time and Wages Records	2.3
Payment of Wages & Payslips	2.4
Grievance Procedures	2.5
Anti-Discrimination	2.6
<b>PART 3: WAGES AND ALLOWANCES</b>	
Wage Rates	3.1
Progression	3.2
School Based Apprentice Loading	3.3
Allowances	3.4
Superannuation	3.5
<b>PART 4: HOURS OF WORK, OVERTIME</b>	
Full Time Hours	4.1
Part-Time Apprentices	4.2
School Based Apprentices	4.3
Daily Maxima Hours of Work	4.4
Overtime	4.5
Meal Breaks	4.6
Rest Pauses	4.7

PART 5: LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS

Annual Leave	5.1
Sick Leave	5.2
Absenteeism Procedure	5.3
Bereavement Leave	5.4
Responsibility Leave	5.5
Maternity Leave	5.6
Parental Leave	5.7
Attending Court	5.8
Public Holidays	5.9

PART 6: MISCELLANEOUS PROVISIONS

Vaccinations	6.1
Uniform Issue & Deposit	6.2
Police Checks	6.3
No Disadvantage	6.4
Workplace Health and Safety	6.5
Workplace Bullying	6.6
No Further Claims	6.7
Apprenticeships	6.8

ANNEXURE A

PART 1: PRELIMINARY

1.1 Title

This Agreement shall be known as the Queensland Apprenticed Jockeys Certified Agreement 2005.

1.2 Agreement Coverage

This Agreement shall apply to the Queensland Racing, the Australian Trainers Association, the Australian Jockeys Association and employers named in Appendix A as amended from time to time and apprentice jockeys permitted to ride in the state of Queensland and Apprentice Jockeys employed under a training contract registered in the State of Queensland whether or not those apprentice jockeys are members of Australian Jockeys Association.

1.3 Date of Operation

This Agreement shall commence operation from 1 July 2005 and shall remain in force for a period of 1 year from such date.

1.4 Agreement Posting

A true copy of this Agreement shall be available on site or shall be provided by the employer to the apprentice upon request.

1.5 Definitions

'Apprentice' shall mean shall mean an employee employed as an apprentice jockey by a registered trainer, corporation OR group training employer *approved* by the Principal Racing Authority while the apprentice holds a licence or permit as a Queensland Apprentice jockey or visiting apprentice jockey including:

**Metropolitan apprentice** - permitting the holder to ride at any race meeting.

**Provincial apprentice** - permitting the holder to ride at any race meeting other than a Metropolitan race meeting.

**Trainee apprentice** - permitting the holder, subject to attaining an assessed level of competence, to ride trackwork and in any official trial but not in a race.

**Country apprentice** - permitting the holder to ride at any race meeting other than a Metropolitan or Provincial race meeting,

and who is engaged in an approved, signed and continuing training contract. Except that the Principal Racing Authority may also approve an **international apprentice** under the above classes of license according to the policy for international apprenticeships determined by the Principal Racing Authority.

'Competencies' shall mean the appropriate level of competency attained by the apprentice in accordance with the relevant competency standards.

'Competency Based Training' is a way of approaching vocational education and training that places primary emphasis on what a person can actually do as a result of training (outcome) and as such represents a shift away from an emphasis on the process and time involved in training (the inputs).

'Course of Instruction' shall mean the training programs and/or training packages approved from time to time by the Queensland Racing or its successor including the minimum training requirements.

'Employer' shall bear the meaning given to that term in the 'IR Act'.

'Full-Time apprentice jockey' means a weekly apprentice jockey engaged to work the full time hours as described in clause 4.1.

'Horse training industry' shall be defined as the business, calling or occupation in or in connection with the training and preparation of horses for the Horse Racing Industry including the Trotting and Harness Racing Industries and covers the functions of pre-training, 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.

'IR Act' shall mean the *Industrial Relations Act 1999* as amended or any successor legislation.

'Integrated Training Program' shall mean the combination of industry training and school curriculum where the training program involves the obtaining of a nationally recognised qualification meeting a specified package of endorsed standards, within an Approved Training Scheme.

'Part-time apprentice' shall mean a apprentice who undertakes a apprenticeship on a part-time basis by working less than full-time ordinary hours and by undertaking the course of instruction at the same or greater training period as a full-time apprentice. In addition, a part-time apprentice shall have reasonably predictable hours of work, and shall be rostered to work on a regular and continuous basis as provided on clauses 2.1 (6) and 4.5.

'Queensland Racing' shall be the Principal Racing Authority in Queensland and shall apply the powers and responsibilities as delegated by the 'Training Employment Recognition Council' under the 'VETE Act'. It shall also include any powers and responsibilities given in terms of successor legislation.

'Rules of Racing' for this agreement shall mean Rules of Racing of the Queensland Racing Board and the Australian Rules of Racing as adopted by the Australian Racing Board - as amended from time to time.

'School based apprenticeship' shall mean a full-time student undertaking a combination of secondary schooling, an integrated training program and employment with an employer which meets the criteria defined in clause 2.1 (7) of this agreement.

'Training Agreement' shall bear the meaning contained in the 'VETE Act'.

'Training Record' shall bear the meaning contained in Division 3 of Part 3 the Regulation to the 'VETE Act'.

'VETE Act' shall mean the *Vocational Education, Training and Employment Act 2000* as amended or any successor legislation.

## **PART 2: TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Contract of Employment**

(1) An apprentice jockey shall not be engaged in Queensland other than in accordance with the 'Rules of Racing'.

(a) the apprentices shall be engaged as either:

- (i) full time;
- (ii) part-time; or
- (iii) school based

(b) at an established or agreed progression level;

(c) for regular ordinary hours of duty per week;

(d) at the agreed rate of pay, and

(e) from date of the registered training agreement.

(2) Probation Period

(a) All new apprentice jockey will undergo a probationary period which shall be a maximum of 90 days duration.

During this period, the contract parties shall assess the suitability for continuance of the training contract with a view to its completion.

(b) Prior to the commencement of the probationary period, a proposed apprentice jockey shall be required to undertake a competency suitability assessment conducted by Queensland Racing.

(c) The contract may be terminated during the probationary period with five days notice given by either side or payment in lieu thereof and must be notified to Queensland Racing in writing by the employer within 14 days of such termination.

(d) Parties may seek extension of the probationary period (maximum additional period 90 days) provided the application for such extension is made in writing to Queensland Racing *prior* to the expiry of the initial probationary period.

(3) Cancellation - mutually agreed

Cancellation of a training contract after probation may occur by mutual agreement in writing forwarded to Queensland Racing which states the reason for such agreed cancellation and specifies the date from which the cancellation will take effect.

(4) Cancellation sought by the employer OR apprentice

Cancellation of a training contract after probation and other than by mutual agreement OR by reason of serious misconduct shall require a written application stating the grounds for such cancellation and the parties shall continue perform their respective obligations under the contract until the application is investigated and determined by Queensland Racing. Any resultant cancellation will in no case be earlier than 14 days from a show cause to the respondent party who may within that period provide reasons why the contract should not be cancelled.

**(5) Serious misconduct cancellation.**

Where a party seeks to end the contract for serious misconduct the aggrieved party:

- (a) Shall inform the other party that the contract has been suspended by reason of the alleged serious misconduct and cancellation will be sought;
- (b) Shall within 24 hours provide written notice to the other party stating **the nature of the alleged serious misconduct and the** intention to seek cancellation of the contract by reason of that alleged serious misconduct;
- (c) Shall within a further 24 hours forward a copy of that advice to Queensland Racing together with an application to cancel the training contract;
- (d) The contract shall be temporarily suspended during investigation;
- (e) Queensland Racing shall promptly investigate and determine whether the evidence supports the allegation of serious misconduct;
- (f) Where the investigation sustains the allegation the contract shall be cancelled with effect from the time of the suspension subject to the show cause process; and
- (g) Where the allegations of serious misconduct are not sustained, the contract shall continue.

**(6) Part time Apprentices**

- (a) A part-time apprentice is a weekly hired apprentice who works a constant number of hours per week less than the ordinary hours prescribed for full-time apprentices.
- (b) A part time apprentice engaged before or after the introduction of this Agreement will continue to be engaged on part-time arrangements in accordance with this Agreement and the policy and decisions of the Training Employment Recognition Council and be remunerated at the hourly rate provided in clause 3.1.
- (c) Each engagement for work by a part time apprentice shall be a period of not less than two hours.
- (d) In accordance with the policy of the Training Employment Recognition Council, the ordinary hours of work, including training in the workplace and supervised training, for a part-time apprentice shall average not less than 15 hours per week over each 4 week period throughout the duration of the training contract.
- (e) All the provisions of this Agreement shall apply to part time apprentices on a pro rata basis in respect of annual leave, sick leave, accruals towards long service leave and public holidays.

**(7) School Based Apprentices**

- (a) School-based apprenticeship arrangements must meet all of the following criteria:
  - (i) Enrolment in a registered government or accredited non-government school;
  - (ii) Attendance at school, work and training;
  - (iii) A training contract which links to this agreement and is signed by the employer, the apprentice and the apprentice's guardian where the apprentice is under 18 years of age;
  - (iv) Completion of an Education, Training and Employment Schedule, negotiated by the supervising registered training organisation, that must be signed by the Principal of the school where the student is enrolled. The Education, Training and Employment Schedule must demonstrate that the student is participating in work and/or training as part of their school timetable or curriculum;
  - (v) Progress towards the attainment of senior certificate or equivalent and/or a vocational qualification;
  - (vi) Wages paid for the time spent in productive work in the workplace; and
  - (vii) A minimum of 48 days of paid work in any 12 month period from the date of commencement of the school-based apprenticeship, unless otherwise approved by the Training Employment Recognition Council.
- (b) Each engagement for work by a school based apprentice shall be a period of not less than two hours.
- (c) When a student ceases to be enrolled in a school offering secondary courses and the student has not completed the apprenticeship, they shall continue as an apprentice in accordance with the training contract and this agreement on either a full-time or part-time basis. They shall also be paid and receive all entitlements in accordance with legislation, orders or this agreement.

## **2.2 Abandonment of Employment**

- (1) Where an apprentice fails to attend work and the apprentice does not notify the employer of the non-attendance, the employer shall make at least three attempts to locate the apprentice to establish the apprentice's whereabouts or employment intentions. Each attempt made by the employer to contact the apprentice shall be documented and such attempts shall be made during a one week period.
- (2) Where the employer has not located the apprentice after a period of two weeks and the apprentice has not notified the employer, the employer shall, unless earlier written notification to Queensland Racing has occurred, notify Queensland Racing in writing that the apprentice has abandoned his/her employment. Where the contract is consequently cancelled, any monies owed shall be forwarded to the last known address of the apprentice.

(3) Provided that, where an apprentice presents for work after a period of two weeks and provides the employer and Queensland Racing with reasons constituting an exceptional circumstance for the un-notified absence, the apprentice will be deemed to have not abandoned their employment and shall retain all continuity of service entitlements.

### **2.3 Time and Wages Records**

(1) The employers shall keep and have available a complete record of all apprentice jockeys subject to this Agreement who are for the time being employed by them or who were in their employment at any time during the period of six years immediately preceding, showing their designation, rates of wages and times of starting and ceasing work.

(2) Such record shall be open to inspection during working hours by stipendiary stewards of Queensland Racing or officers authorised in writing by the Principal Racing Authority or the stipendiary stewards to inspect those records.

(3) Time-sheets or time books shall be provided by the employers, wherein apprentice jockeys shall enter daily their starting and ceasing time.

### **2.4 Payment of Wages & Payslips**

(1) All wages must be paid in full by cash/cheque/electronic funds transfer into an account nominated by the apprentice at least fortnightly and on the agreed day.

(2) On the cancellation of employment, within 2 working days, the employer shall, pay all wages and accrued entitlements that are owed to the apprentice. Where the employer fails to comply they shall be liable to pay the apprentice waiting time calculated according to ordinary rostered hours until the monies are paid.

### **2.5 Grievance Procedures**

(1) It is agreed that every effort shall be made to amicably settle any dispute or grievance which may arise by direct negotiations and consultation.

(2) The intention of this procedure is to facilitate the expedient resolution of grievances at the workplace level.

(3) The matters to be dealt with in this procedure shall include all grievances or disputes between an apprentice and the employer in respect to any industrial matter and any other matters agreed upon. The procedure shall apply to a single apprentice or any number of apprentices.

(a) Any apprentice or apprentices with an enquiry, grievance or complaint regarding any aspect of the employment of such apprentice or apprentices shall raise the matter or matters with the immediate work supervisor.

(b) If the matter cannot be resolved at this level, then the apprentice/s shall discuss the matter or matters affecting the apprentice/s with the next higher level of management.

(c) If the matter remains unresolved, the employer shall ensure that the matter is recorded in writing and the apprentice/s may involve an Official of Queensland Racing in the first instance, and thereafter and Officer of the Department of Employment and Training or an accredited representative appointed in writing by the apprentice.

(d) If agreement has not been reached within two days (or a mutually agreed longer period), then the employer and the appointed representative of the apprentice shall take all reasonable steps to settle the dispute within a reasonable and mutually agreed upon period of time.

(e) Should discussions under subclause (3) (a), (b) and (c) and (d) above fail to resolve the matter; the dispute may be referred to the Queensland Industrial Relations Commission.

(f) While the above procedure is being followed, the *status quo* shall prevail and every endeavour shall be applied to ensure that work continues normally, if safe, until settlement is reached. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

(g) These procedures will not restrict an employer or duly authorised official of an employer, or a duly authorised official appointed in writing by the apprentice, from making representation to each other.

(h) All parties shall give due consideration to matter raised or any suggestions or recommendations made by an Industrial Commissioner with a view to the prompt settlement of a dispute.

(i) Any Order of the Queensland Industrial Relations Commission (subject to the parties right of appeal under the 'IR Act') will be final and binding on all parties to the dispute.

### **2.6 Anti-Discrimination**

(1) It is the intention of the parties to this Agreement to achieve the principal object in section 3(c) of the 'IR Act', by helping to prevent and eliminate discrimination on the basis of sex, marital status, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union/s activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of any of the above attributes.

(2) Accordingly, in fulfilling their obligations under the grievance and dispute settling procedures, the parties to the Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

(3) Nothing in this clause is to be taken to effect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under the *Anti-Discrimination Act 1991*;

- (b) an apprentice, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission and/or Anti-Discrimination Commission;
- (c) the exemptions in Division 2 of the *Anti-Discrimination Act 1991*.

### PART 3: WAGES, PROGRESSION AND ALLOWANCES

#### 3.1 Wage Rates

(1) Weekly and hourly wage rates shall be as provided in the following table and shall be varied to accord changes in the Tradesperson C10 rate provided in the Engineering Award - State 2002 (Southern Division Eastern District) and the loaded hourly rate applicable to school-based apprentices as provided in the Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

(2) The table below details the rates applicable at 1<sup>st</sup> September 2009.

Level of training	% of C10	Weekly	Part Time	School Based
			per hour 38 hrs	per hour incl 20% loading
1st year or 1st level	40%	\$264.80	\$7.00	\$8.40
2nd year or 2 <sup>nd</sup> level	55%	\$364.10	\$9.60	\$11.50
3rd year or 3rd level	75%	\$496.50	\$13.05	\$15.65
4th year or 4th level	90%	\$595.80	\$15.70	\$18.85
5 <sup>th</sup> level	100%	\$662.00	\$17.40	\$20.90

(3) Existing employees

(a) An "existing employee" means a person who has been employed by an employer in a previous position in a calling, or classification, relevant to the apprenticeship for at least three months on a full-time basis OR six months on a regular and ongoing part-time or casual basis immediately prior to becoming an apprentice with that employer.

(b) An existing employee shall be required to serve a probationary period in accordance with the *Vocational Education, Training and Employment Act 2000*, as amended from time to time; however, they shall be entitled to reinstatement in their previous position in circumstances provided by Section 139A of the *Industrial Relations Act 1999*, as amended from time to time.

(c) When existing employees commence an apprenticeship, the employer shall endeavour to minimise any adverse affects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices.

(d) Existing employees who have been employed by an employer immediately prior to becoming an apprentice with that employer shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice:

Provided that existing employees who were casually engaged prior to becoming employed as a full-time or part-time apprentice shall not be entitled to retain their casual loading.

(e) An existing employee shall maintain continuity of employment despite having entered into an apprenticeship.

(f) Existing employees whose apprenticeship is completed and subsequently remain in their employer's employ, shall revert to employment at least equal in status to the classification held prior to the commencement of their apprenticeship.

(4) Adult Apprentices

Where an adult person becomes an apprentice, and they were not employed by the employer immediately prior to becoming an apprentice, the minimum rate of pay shall be as follows:

(a) New Adult Apprentices:

WAGE LEVEL	TOTAL WEEKLY RATE PAYABLE
1	75% of the 5 <sup>th</sup> Level rate in 3.1(2)

2	80% of the 5 <sup>th</sup> Level rate in 3.1(2)
3	84% of the 5 <sup>th</sup> Level rate in 3.1(2)
4	90% of the 5 <sup>th</sup> Level rate in 3.1(2)

### 3.2 Progression

Wage progression shall accredit experience and competency attainments in previous contracts allowing progression through the wage levels as detailed in the following tables.

**Progression Table**

<b>Wage Level</b>	<b>Minimum Training Requirements on Entry</b>	<b>% of Tradesperson's Rate Specified in the Engineering Award - State 2002 (Southern Division Eastern District)</b>
1	From commencement until the attainment of the minimum training requirements specified for Wage Level 2	40
2	On attainment of the following 10 competency points	55
3	On attainment of the following <ul style="list-style-type: none"> <li>• 20 competency points</li> </ul> And <ul style="list-style-type: none"> <li>• completion of an aggregated period of twenty-four months after commencing</li> </ul>	75
4	On attainment of the following <ul style="list-style-type: none"> <li>• 30 competency points</li> </ul> And <ul style="list-style-type: none"> <li>• completion of an aggregated period of thirty-six months after commencing</li> </ul>	90
5	On attainment of the following <ul style="list-style-type: none"> <li>• 40 competency points</li> </ul> And <ul style="list-style-type: none"> <li>• completion of an aggregated period of forty-eight months after commencing</li> </ul>	100

**Table of Competencies and Points**

Units 5 to 10 One point	Units 11, 13, 17 Three points	Units 14, 15, 16, 20, 24 Five points
CODE	TITLE	COMPETENCY POINTS
RGRH205A	Perform basic riding or driving tasks	1
RGRH206A	Apply Occupational Health and Safety procedures in horse codes	1
RGRH207A	Handle horses safely	1
RGRH208A	Work effectively in the thoroughbred or standardbred codes of the racing industry	1
RGRH209A	Care for horses	1
RGRH310A	Oversee safe handling of horses	1
RGRH311A	Apply principles of basic anatomy and physiology to horses	3
RGRH313A	Ride or drive horses at track work	3
RGRH414A	Ride or drive horses in industry regulated competition	5
RGRH415A	Manage personal and business affairs	5
RGRH416A	Apply principles of sports science to jockeys	5
RGRH317A	Maintain horses in a healthy state and safe environment	3
RGRH420A	Plan training and racing programs for standardbreds or thoroughbreds	5
RGRH424A	Manage and perform administrative activities associated with racing horses	5

### **3.3 School Based Apprentices Loading**

School based apprentices shall be entitled to the relevant hourly rate that would apply to a full-time apprentice. Provided that school based apprentices shall be subject to an additional loading of 20% on the base hourly rate in lieu of the following entitlements as provided for in the Agreement:

- (i) annual leave;
- (ii) sick leave; and
- (iii) public holidays.

School based apprentices shall only be remunerated for time worked in on-the-job training:

Provided that while a apprentice is predominantly attending a secondary school as a full-time student, the apprentice shall not be entitled to wages or any other entitlements prescribed for the time spent attending a secondary school and/or college of any Approved Training Provider.

### **3.4 Allowances**

#### **(1) Travelling allowance**

(a) Where an apprentice is required to work for their employer at more than one location during his or her working day the time occupied in travelling between locations, shall be counted as ordinary time worked. Such travelling time between locations shall be counted for the purpose of the two hour minimum engagement provided for part-time and school based apprentices. This shall not include incidences where the apprentice other work location relates to race riding (excluding strapping).

(b) Where an apprentice is directed to work for the employer away from the usual work location/s the employer must provide suitable transport or pay a daily travelling allowance to compensate for the excess fares incurred by the apprentice. Provided this payment shall not be made where an apprentice already receives reimbursement in accordance with subclause (2).

(c) Provided further that the provisions of this subclause shall not apply to travel to a second engagement where the riding performed is not work directly performed for the employer.

(2) Vehicle Allowance

Where an apprentice is required by the employer to use a motor vehicle to carry heavy or bulky equipment on the employer's business, the motor vehicle will be provided by the employer or if supplied by the apprentice, the apprentice will be reimbursed each week for reasonable operating costs incurred by the apprentice. For the purpose of this clause, "heavy or bulky equipment" could include feed, but shall not include small or light items.

(3) Transport allowance

An apprentice who is required to attend a race meeting to perform strapping but not riding duties on behalf of his employer shall, if the horse is floated, be reimbursed an amount equal to the cost of fares reasonably spent by the apprentice in travelling from the apprentice's usual place of work to the race meeting. Provided that the employer is not required to reimburse the apprentice where the apprentice is supplied with transport between such race meeting and the usual place of employment.

(4) Meal allowances

(a) In addition to entitlements under (1) hereof, an apprentice shall be paid \$9.40 for the cost of each meal, provided that where the employer supplies the meal no such meal payment shall be made.

(b) An apprentice required to work overtime for more than two hours without being notified on the previous day or earlier that the apprentice will be so required to work shall be paid an allowance of \$9.40 for each meal

(5) Overnight allowance

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

(6) Protective clothing and footwear

(a) Where it is necessary that an apprentice wear gum boots, waterproof coats, waterproof half-coats and waterproof trousers, the employer must reimburse the apprentice for the costs of purchasing such clothing. The provisions of this clause do not apply where the protective clothing is supplied by the employer.

(b) Where protective clothing is supplied without cost to the apprentice, it will remain the property of the employer. In the event of an apprentice leaving or being employed where such clothing is not required, the protective clothing shall be returned to the employer in good condition, fair wear and tear excepted.

(7) Boots, Scull Cap and Body Protector Allowance

Every apprentice shall be paid an allowance by way of subsidy of \$5.35 per week in lieu of riding boots, skull caps and body protector and each apprentice shall provide a suitable skull cap, body protector and riding boots as required.

### **3.5 Superannuation**

(1) Application

In addition to the rates of pay prescribed in clause 3.1 and 3.3, eligible apprentices (as defined in clause 3.5(3)(b)) shall be entitled to occupational superannuation benefits, subject to the provisions of clause 3.5.

(2) Contributions

(a) Amount - Every employer shall contribute on behalf of each eligible apprentice, an amount calculated at 9% of the apprentice's ordinary time earnings, into an approved fund (as defined in clause 3.5(3)(a)). Each such payment of contributions shall be rounded off to the nearest 10 cents.

(b) Regular payment - The employer shall pay such contributions to the credit of each eligible apprentice at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) Minimum level of earnings - No employer shall be required to pay superannuation contributions on behalf of any eligible apprentice whether full-time, part-time, casual, adult or junior in respect of any month during which the apprentice's ordinary time earnings is less than \$450.00.

(d) Absences from work - Contributions shall continue to be paid on behalf of an eligible apprentice during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible apprentice during any unpaid absences except in the case of absence on workers' compensation. In the case of workers' compensation, the employer shall contribute in accordance with clause 3.5(2)(a) whenever the apprentice is receiving by way of workers' compensation an amount of money no less than the apprentice's normal agreement rate of pay.

(e) Other contributions - Nothing in clause 3.5 shall preclude an apprentice from making contributions to a fund in accordance with the provisions of the trust deed of the fund.

(f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible apprentice for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed in clause 3.5.

### (3) Definitions

(a) "Approved fund" means a fund (as defined in clause 3.5(3)(c)) approved for the purposes of clause 3.5 by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an apprentice, as required by clause 3.5. Such approved fund may be individually named or may be identified by naming a particular class or category.

(b) "Eligible apprentice" means any apprentice who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 3.5 (2) effective from the commencement of that qualifying period.

(c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupational superannuation funds and satisfying the superannuation fund conditions in relation to a year of income, as specified in the relevant Act and complying with the operating standards as prescribed by Regulations made under the relevant Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

(d) "Ordinary time earnings" for the purposes of clause 3.5 means the actual ordinary time rate of pay the apprentice receives for ordinary hours of work including school based apprentice loading, where applicable. The term includes any over-agreement payment received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

### (4) For the purposes of this Agreement, an approved fund means -

(a) Sunsuper

(b) Any named fund as is agreed to and is authorised as defined in the *Occupational Superannuation Standards Act 1987* and satisfies the superannuation fund conditions in relation to a year of income, as specified in that Act and complies with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

(c) In the case of a minority group of apprentices of a particular employer, any industry, multi-industry or other fund which has been approved in an award or an agreement approved by an Industrial Tribunal whether State or Federal jurisdiction which has already had practical application to the majority of employees of that employer.

(d) As to apprentices who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Industrial Relations Act 1999 and are employed by an employer who also belongs to that fellowship, any fund nominated by the employer and approved by the Brethren.

(e) Any fund agreed between an employer and an apprentice who holds a Certificate issued pursuant to section 115 of the aforesaid Act where membership of a fund cited in an agreement or award would be in conflict with the conscientious beliefs of that apprentice in terms of section 115 of the aforesaid Act.

(f) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 3.5 (2) on behalf of at least a significant number of that employer's apprentices.

(g) The employer and apprentice may agree to have the apprentice's superannuation contributions made to an approved superannuation fund, other than those specified in this Agreement.

(i) Any such agreement must be recorded in writing and signed by the employer and apprentice and kept on the apprentice's file.

(ii) A person must not coerce someone else to make an agreement.

(iii) Such agreement, where made, will continue until such time as the employer and apprentice agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the aforesaid Act.

(iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure as contained in clause 2.5.

### (5) Challenge of a fund

(a) An eligible apprentice being a member or a potential member of a fund may by notification of a dispute to the Commission challenge a fund on the grounds that it does not meet the requirements of clause 3.5.

(b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 3.5, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 3.5(2) up to and including the date of that determination.

(c) In the event of any dispute over whether any fund complies with the requirements of clause 3.5, the onus of proof shall rest upon the employer.

### (6) Fund selection

(a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 3.5(4) (c), (d), (e), (f) and (g) shall be determined by a majority decision of employees.

(b) Employees who are members of an established fund covered by clause 3.5(4)(f) shall have the right by majority decision to choose to have the contributions specified in clause 3.5(2) paid into a fund as provided for elsewhere in clause 3.5(4) in lieu of the established fund to which clause 3.5(4)(f) has application.

(c) The initial selection of a fund recognised in clause 3.5(4) shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long term performance of the fund is clearly disappointing.

(d) Where clause 3.5(6) has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation.

#### (7) Enrolment

(a) Each employer to whom clause 3.5 applies shall as soon as practicable as to both current and future eligible apprentices:

- (i) Notify each apprentice of the apprentice's entitlement to occupational superannuation;
- (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 3.5(4);
- (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible apprentice receives, completes, signs and returns the necessary application form/s provided by the employer, to enable that apprentice to become a member of the fund; and
- (iv) Submit completed application form/s and any other relevant material to the trustees of the fund.

(b) Each apprentice upon becoming eligible to become a member of a fund determined in accordance with clause 3.5 shall:

- (i) complete and sign the necessary application form/s to enable that apprentice to become a member of that fund; and
- (ii) return such form/s to the employer within 28 days of receipt of the application form/s in order to be entitled to the benefit of the contributions prescribed in clause 3.5(2).

(c) Where an employer has complied with the requirements of clause 3.5(7)(a) and an eligible apprentice fails to complete, sign and return the application form/s within 28 days of the receipt by the apprentice of that form/s, then that employer shall:

- (i) advise the eligible apprentice in writing of the non-receipt of the application form/s and further advise the eligible apprentice that continuing failure to complete, sign and return such form/s within 14 days could jeopardise the apprentice's entitlement to the occupational superannuation benefit prescribed by clause 3.5;
- (ii) in the event that the eligible apprentice fails to complete, sign and return such application form/s within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible apprentice excepting as from any subsequent date from which the completed and signed application form/s is received by the employer;
- (iii) in the event that the eligible apprentice fails to return a completed and signed application form/s within a period of 6 months from the date of the original request by the employer, again advise that eligible apprentice in writing of the entitlement and that the receipt by the employer of a completed and signed application form/s is a pre-requisite to the payment of any occupational superannuation contributions;
- (iv) at the same time as advising the eligible apprentice pursuant to clause 3.5(7)(c)(iii) submit both to the Chief Industrial Inspector, Brisbane a copy of each letter forwarded by the employer to the eligible apprentice pursuant to clauses 3.5(7)(c)(i) and 3.5(7)(c)(iii).

(d) Where an employer fails to provide an eligible apprentice with an application form/s in accordance with clause 3.5(7)(a)(iii) the employer shall be obliged to make contributions as from the date the apprentice became an eligible apprentice provided that the eligible apprentice completes, signs and returns to the employer an application form/s within 28 days of being provided with the application form/s by the employer. Where the eligible apprentice fails to complete, sign and return an application form/s within such period of 28 days the provisions of clause 3.5(7)(c) shall apply.

#### (8) Unpaid contributions

Subject to Chapter 11, Part 2, Division 5 of the Act and to clause 3.5(5), where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 3.5(2) in respect of any eligible apprentice such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the apprentice, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 3.5(5), had they been paid on the due dates. The making of such contributions satisfies the requirements of clause 3.5 excepting that resort to clause 3.5(8) shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

#### (9) Exemptions

An employer may apply to the Commission for exemption from all or any of the provisions of clause 3.5 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation; or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

## **PART 4: HOURS OF WORK, FULL TIME, ROSTERS, PART TIME, SCHOOL BASED, OVERTIME**

### **4.1 Full Time Hours**

(1) The ordinary hours of work for all weekly full time apprentices shall be 38 hours per week to be worked within rostered hours in five full days, or four full days and two half days, Monday to Sunday. Provided that any Ordinary time worked on a Sunday shall be paid for at the rate of time and one half.

(2) No full time apprentice shall be required to work after twelve noon as part of the ordinary hours in any week on the two days rostered as the weekly full time apprentice's two half-days off during any particular working week.

(3) Provided further that by mutual (written) arrangement between the apprentice and the employer, such days off may be "banked" to enable the apprentice to accumulate a greater number of consecutive rostered days off during each work cycle in order to maximise quality leisure time. Such accumulated days rostered off shall be taken no later than 6 months after the first rostered day was due, or paid out on cancellation.

(4) Where with the permission of the employer, the apprentice undertakes trials and/or race rides and is remunerated by persons (including corporations) other than the employer, those undertakings shall not be accounted as time worked for the employer. The employer has obligations to enhance the skill acquisition of the apprentice by allowing the apprentice to undertake appropriate trails and/or race rides for other persons. Where, by reason of those obligations, a full time apprentice is unable to deliver the full 38 hours of work on behalf of the employer, that employer shall be entitled to deduct payment for each ordinary hour's work not performed by reason of those undertakings.

### **4.2 Part time Apprentice's Minimum Daily Engagement – 4 weekly Minimum Hours**

Each engagement for work by a Part Time apprentice on any one day shall be a period of not less than two hours and shall average not less than 15 hours per week over each 4 week period throughout the duration of the training contract.

### **4.3 School Based Apprentice's Minimum Daily Engagement – Annual Minimum Days worked**

Each engagement for work by a school based apprentice on any one day shall be a period of not less than two hours and a minimum of 48 days of paid work in any 12 month period from the date of commencement of the school-based apprenticeship, unless otherwise approved by the Training Employment Recognition Council.

### **4.4 Daily Maxima Hours of Work**

A maximum of ten ordinary hours work per day may be worked (exclusive of meal breaks) on any day and such ordinary hours are to be worked within a spread of 12 hours of commencing work.

### **4.5 Overtime**

#### (1) Rates of overtime

(a) Except as hereinafter provided all time worked outside or in excess of the ordinary hours of work prescribed by sub-clauses 4.1 and 4.5 or outside of any apprentice's rostered hours shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first three hours and double time thereafter:

Provided that for the purposes of computing such overtime payments, each day shall be exclusive of the preceding and succeeding days except where an apprentice continues working overtime past midnight whereupon all such time worked subsequent to midnight shall be deemed to be work performed on the previous day.

(b) All over time worked on a Sunday shall be paid for at the double time.

#### (2) Conditions for working overtime

(a) No apprentice shall work overtime without the permission of the employer, and payment for any overtime so worked shall be claimed, adjusted and made at the next ensuing date of payment of such apprentice. Overtime shall be deemed to be claimed when it is entered in the time-book.

(b) Subject to clause 4.6 (2) (c) An employer may require an apprentice to work reasonable overtime at overtime rates.

(c) An apprentice may refuse to work overtime in circumstances where the working of such overtime would result in the apprentice working hours which are unreasonable having regard to:

(i) any genuine risk to apprentice health and safety;

(ii) the apprentice's personal circumstances including any family responsibilities;

(iii) the needs of the workplace or enterprise; and

(iv) the prior notice (if any) given by - the employer of the overtime - and by the apprentice of his or her intention to refuse it.

### (3) Breaks between work days

(a) Apprentices who have worked so much overtime between the close of their ordinary work on the one day and the commencement of ordinary work on the next day so that the apprentice has not at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the apprentice has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an apprentice resumes or continues work without having had such ten consecutive hours off duty, the apprentice shall be paid double rates until the apprentice is released from duty for such period, and shall then be entitled to be absent until the apprentice has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(b) Provided that for the purpose of subclause (3)(a) eight hours shall be substituted for ten hours where there is written agreement reached between the apprentice and the employer or where there is a change over of rosters.

### (4) Time Off in Lieu

Notwithstanding the provisions of this clause, by agreement between the apprentice and the employer, the apprentice may take time off with pay in lieu of overtime. Such time off shall be equivalent (1:1) to the number of ordinary hours worked. Such agreement shall be recorded in writing in the time and wages record. Accumulated time must be taken within six months from the time of accrual and at a time mutually agreed between the apprentice and the employer or paid out. At the time of termination during probation or cancellation, for any reason, by either party, any outstanding accrued overtime shall be paid out in full at overtime rates.

### (5) Part time Options

Hours worked in excess of a roster by permanent part time apprentices by mutual agreement will be counted as ordinary time, up to a maximum of 38 hours in any one week. All hours worked in excess of a roster to a maximum of 38 hours shall be included in the calculations for such things as annual leave and sick leave etc.

## **4.6 Meal Breaks**

(1) (a) Full-time apprentices shall be allowed a 30 minute unpaid meal break after the end of the fourth hour of work and before the start of the sixth hour of work from the commencement of daily duty.

(b) Part-time and school based apprentices who work more than six consecutive hours in one day shall be entitled to an unpaid meal break of 30 minutes after the end of the fourth hour of work and before the start of the sixth hour of work.

(2) Where apprentices do not receive at least a 30 minute break commenced before the expiration of the sixth continuous hours of work, then such apprentices are to be paid at one and a half times their ordinary rate until a break of 30 minutes is taken or the apprentice ceases work for that day.

## **4.7 Rest Pauses**

(1) A full-time apprentice shall be entitled to a paid rest pause of ten minutes duration in the first and second half of the apprentice's daily work.

(2) A part-time or school based apprentice engaged for a period in excess of four hours and for every four hour period thereafter shall be entitled to a paid rest pause of 10 minutes duration.

(3) Provided that where the parties agree, such rest pause may be combined into a 20 minute break and may be taken in conjunction with the meal break to divide a rostered duty for the day into approximately three equal parts.

(4) Rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

## **PART 5: LEAVE ENTITLEMENTS AND PUBLIC HOLIDAYS**

### **5.1 Annual Leave**

(1) Every apprentice (other than a school based apprentice) covered by this Agreement shall at the end of each year of their employment be entitled to an annual leave of four weeks. Such annual leave shall be exclusive of public holidays and paid for by the employer in advance (subject to subclause (2) of this clause).

If the employment of any apprentice's contract is cancelled at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the apprentice from the date of the cancellation of the contract and shall forthwith pay to the apprentice in addition to all other amounts due, such pay calculated in accordance with the subclause (2) hereof, for four weeks.

If the employment of any apprentice is terminated during probation or the contract is cancelled before the expiration of a full year of employment, such apprentice shall be paid in addition to all other amounts due to them, an amount equal to one-twelfth of the ordinary pay for the period of employment calculated in accordance with subclause (2) hereof.

A minimum of 14 days notice of the commencement of annual leave shall be given to an apprentice unless otherwise agreed between the parties.

Other than where the leave has become payable by one of the above reasons for cessation of the training contract, payment shall only be made when leave is actually taken.

### (2) Calculation of Annual Leave Pay

Annual leave pay shall be calculated as follows:

- (a) The apprentice's ordinary wage rate as prescribed by the Agreement for the period of the annual leave.
- (b) A further amount calculated at the rate of seventeen and one-half per centum of the amounts referred to in subclause (a) shall be included.

**5.2 Sick Leave**

(1) Every apprentice (other than a school-based apprentice) shall be entitled to 60.8 hours sick leave for each year of service. Provided that, after three months of service, an apprentice shall be entitled to pro-rata sick leave calculated on the basis of 7.6 hours for each six weeks worked.

Part-time apprentices shall be entitled to the sick leave on a pro-rata basis formula.

eg: Entitlement per week for full-time apprentice 1.169

An apprentice who works 20 hours per week will be entitled to 0.615 hours sick 20 x 1.169  
leave per week =

$$\begin{aligned} & 38 \\ & = 0.615 \end{aligned}$$

(2) Unless otherwise agreed by the employer, every apprentice shall:

- (a) produce a certificate from a qualified medical practitioner specifying the nature of the illness and the period or approximate period the apprentice will be unable to work, or other evidence of illness to the satisfaction of the employer; and
- (b) promptly notify the employer (at least three hours prior to the commencement of a rostered duty) unless physically prevented from doing so, of the illness and the approximate period of absence.

(3) Provided that it shall not be necessary for an apprentice to produce such a certificate if the absence from work on account of illness does not exceed two days. Where an apprentice has a record of recurring absences or sick leave the employer shall, if it is considered appropriate to take such action, inform such apprentice that in the event of future absences a certificate will be required from a duly qualified medical practitioner.

(4) Sick leave shall be cumulative, but unless the employer and apprentice otherwise agree, no apprentice shall be entitled to receive.

(5) (a) The continuity of employment of an apprentice with an employer for sick leave accumulation purposes shall be deemed to be not broken by any of the following:

- (i) absence from work on leave granted by the employer;
- (ii) the apprentice having had his/her contract cancelled or suspended by Queensland Racing, or the apprentice having terminated employment with the employer, for any period not exceeding three months, provided that apprentice shall have been re-employed by that employer.

(b) The period during which the employment of the apprentice with the employer shall have been interrupted or determined in any of the circumstances mentioned in provision (a) hereof shall not be taken into account in calculating the period of employment of the apprentice with the Employer.

**5.3 Absenteeism Procedure**

(1) This procedure is designed to curtail absenteeism by apprentices who are absent from work and who are not genuinely unfit for duty.

(2) Every three months the Supervisor and/or Manager may review the taking of sick leave of apprentices who have been absent from work on sick leave more than three times during this period.

(3) The Supervisor and/or Manager will then have the following matters examined:

- (a) Check the pattern of leave for repetition, eg Mondays, Fridays etc.
- (b) Check past history of absences to see if this pattern is unusual for the apprentice.
- (c) Check with the apprentice's Supervisor (if relevant) regarding knowledge of the apprentice's personal problems or situation at the time that apprentice was absent, or whether it was genuine absence for injury or sickness.
- (d) The results of the above checks will be noted for future information.

(e) If the results of the above examination show unsatisfactory attendance and reasons for absence, then the following actions should be taken.

(4) The apprentice shall be interviewed by a Manager, in the presence of the apprentice's Supervisor. If the discussion in respect to the absences does not provide satisfactory reason for the absences then a letter shall be sent to the apprentice advising that the apprentice's record needs to be improved.

(5) If no improvements is observed and absences without good and sufficient reasons continue to occur then the apprentice shall again be interviewed, and if the interview results in unsatisfactory reasons again being given, then a second letter shall be sent to the apprentice, indicating that proof of illness or a certificate will be required for any further absence.

(6) If the above action still results in unsatisfactory attendance at work then grounds may have been established for cancellation of the training contract.

(7) These provisions shall apply to all categories of apprentices.

#### **5.4 Bereavement Leave**

An apprentice shall on the death of a wife, husband, father, mother, brother, sister, child, or step-child or grandparent be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the apprentice in two ordinary days of work. Proof of such death shall be furnished by the apprentice to the satisfaction of his employer. For the purposes of this clause the words "wife" and husband" shall include a person who lives with the apprentice as a *de facto* wife or husband.

#### **5.5 Carer's Leave**

(1) An apprentice may use up to 5 days of sick leave on full pay (*carer's leave*) in each year to care and support—

(a) members of the apprentice's immediate family when they are ill; or

(b) members of the apprentice's household when they are ill.

(2) The apprentice must, if required by the employer, produce a doctor's certificate or statutory declaration evidencing that the member is ill with an illness that requires care by another.

(3) An apprentice can not take carer's leave if another person has taken leave to care for the same person.

(4) Carer's leave may be taken for part of a day.

(5) The apprentice must, if practicable, give the employer—

(a) notice of the intention to take carer's leave before taking the leave; and

(b) the name of the person requiring care and the person's relationship to the apprentice; and

(c) the reason for taking the leave; and

(d) the period that the apprentice estimates he or she will be absent.

(6) If it is not practicable for the apprentice to notify the employer of the intention to take carer's leave before taking the leave, the apprentice must notify the employer at the first reasonable opportunity.

(7) An apprentice who may use sick leave as carer's leave may take unpaid carer's leave if the employer agrees

#### **5.7 Maternity Leave**

An apprentice who becomes pregnant, upon production to her employer of the certificate or statutory declaration shall be entitled to a period of up to 52 weeks unpaid maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of parental leave taken by the apprentice's spouse in relation to the same child and apart from parental leave of up to one week at the time of confinement shall not be taken concurrently with parental leave.

Subject to provision for transferring to safe job or use of sick leave, the period of maternity leave shall be unbroken and shall, immediately following confinement, including a period of six weeks compulsory leave.

The apprentice must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

#### **5.8 Parental Leave**

Parental leave generically encompasses long parental leave, short parental leave or adoption leave. For the purpose of this clause parental leave refers to leave taken by the spouse of the pregnant or adoptive apprentice and is exclusive of maternity and adoption leave. Parental leave is unpaid leave.

An apprentice, upon production to the employer of a certificate or statutory declaration, shall be entitled to one or two periods of parental leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(a) An unbroken period of up to one week at the time of confinement of the spouse.

(b) A further unbroken period of up to 51 weeks in order to be the primary caregiver of a child provided that such leave shall not extend beyond the child's first birthday.

This entitlement shall be reduced by any period of maternity leave or adoption leave taken by the apprentice's spouse and long parental leave shall not be taken concurrently with that maternity leave or adoption leave. The apprentice must have had at least 12 months continuous service with that employer immediately preceding the date upon which they proceed upon either period of leave.

#### **5.9 Attending Court**

(1) If an apprentice, for other than any form of misconduct alleged to have been committed by the apprentice, is required outside ordinary working hours to attend in connection with the apprentices duties for the employer at any Tribunal or Court of Justice, such apprentice shall be paid reasonable travelling time, fares and ordinary rate of wages for the time of the Tribunal/Court attendance.

(2) An apprentice required to attend Jury Service shall receive from the employer by way of recompense any loss in wages incurred by such apprentice during the period of Jury Service. Attending Court as a Juror shall be deemed to be continuous employment with the employer.

## **5.10 Public Holidays**

(1) An apprentice (other than a school based apprentice) is entitled to observe the following public holidays without loss of pay:

New Years Day  
Australia Day  
Good Friday  
Easter Monday  
Easter Saturday  
Anzac Day  
Queen's Birthday  
Show Day (in the location worked)  
Christmas Day  
Boxing Day  
Labour Day

or any day appointed under the *Holidays Act 1983*.

(2) If an apprentice is required to work on a public holiday, all time worked shall be paid for at the rate of double time and a half with a minimum payment for two hours.

For the purposes of this provision "double time and a half" shall mean the ordinary hourly rate plus an amount equal to one and a half times the ordinary hourly rate.

(3) All apprentices covered by this Agreement shall be entitled to be paid a full day's wages for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective if any apprentice concerned actually worked on Labour Day, such apprentice shall be paid a full day's wage for that day and in addition a payment for the time actually worked by them at one and a half times the ordinary rate prescribed for such work with a minimum of two hours.

(4) Where an apprentice is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the apprentice shall not be entitled to payment for the holiday.

(5) Apprentices who do not work Monday to Friday of each week

In the case of apprentices who do not ordinarily work Monday to Friday of each week they shall be entitled to public holidays as follows:

(a) A full-time apprentice shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave.

(b) A part-time apprentice shall be entitled to either payment for each of the abovementioned public holidays or a substituted day's leave provided that the part-time apprentice would have been ordinarily rostered to work on that day had it not been a public holiday.

(c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all apprentices who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.

(d) Where Christmas day falls on a Saturday or a Sunday and the public holiday is observed on another day an apprentice required to work on Christmas day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and one-half if it is a Sunday.

(e) Nothing in this clause confers a right to any apprentice to payment for a public holiday as well as a substituted day in lieu.

## **PART 6 : MISCELLANEOUS PROVISIONS**

### **6.1 Vaccinations**

Employers party to this agreement agree that apprentices at the following sites shall be entitled to vaccinations and booster shots for any mandatory vaccinations required as part of a contract, shall be fully subsidised for any cost associated:

To qualify for reimbursement the apprentice must remain in the employ of the employer for a period of 90 days and produce a receipt to prove an expense has been incurred.

### **6.2 No Disadvantage**

No apprentice, as a result of the introduction of this Agreement, shall be disadvantaged overall in relation to existing wages or benefits currently paid.

### **6.3 Workplace Health and Safety**

The parties to this agreement are committed to a safe and healthy work environment. To this end the parties commit to the principles outlined in the *Workplace Health and Safety Act 1995* and will manage risk by elimination, substitution, separation, redesign, administration and personal protective equipment where appropriate. The parties to this agreement recognise the important role that Workplace Health and Safety Officers and Workplace Health and Safety Representatives play in risk management and encourage apprentices to elect workplace health and safety representatives at their places of work.

### **6.4 Workplace Bullying**

Workplace bullying is the repeated less favourable treatment of a person by another or others in the workplace, which may be considered unreasonable and inappropriate workplace practice. Parties to this agreement acknowledge that workplace bullying may cause the loss of trained and talented apprentices, reduce productivity and moral and create legal risks. To this end parties covered by this agreement will work through the grievance procedures outlined in 2.4.

### **6.5 No Further Claims**

The parties agree that there shall be no further claims of any nature for the life of this agreement.

### **6.6 Apprenticeships**

#### (1) Objectives of the Clause

The parties to this agreement recognise the need for training in the industry.

The parties are, however aware of the potentially detrimental effect of the absence of a single repository of comprehensive industrial relations entitlements and of not implementing changes properly in a price sensitive industry such as the racing industry. To this end the parties agree to implement the agreement as a means to providing apprentices with opportunities to enhance their skill levels and future employment prospects.

#### (2) General

- (a) The apprentice shall undertake all requirements of the course of instruction.
- (b) An apprenticeship shall not commence until the relevant Apprenticeship Agreement has been signed by the employer and apprentice and lodged for registration with Queensland Racing.
- (c) The employer shall ensure that the apprentice is permitted to attend the training course or program provided for in the Apprenticeship Agreement and shall ensure that the apprentice receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Apprenticeship Agreement and training plan during the apprenticeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the Queensland Racing and a training record may be utilised as part of this monitoring process.
- (f) The apprentice must be permitted to be absent from work without loss of wages and/or continuity of employment to attend training in accordance with the Apprenticeship Contract and the course of instruction as detailed in the training plan.
- (g) Where employment of the apprentice is continued other than as an apprentice in the event of cancellation of the apprenticeship contract, the apprenticeship period shall be counted as service for the purpose of any other legislative entitlements.
- (g) Difficulties in progression through the stages of the course of instruction, will be addressed through the policy of Queensland Racing and the processes of the 'VETE Act'.
- (h) Completion of the Approved Training Qualification shall be based on the successful achievements of competencies and minimum training requirements within the course of instruction which may be specified within the Training Plan and Training Record.
- (i) The apprentice will diligently carry out all duties and obey lawful orders and instructions the employer or employer's representative including riding any horse in the employer's charge or at the employer's discretion in any lawful race within Australia.
- (j) The apprentice, except where required by law or under the 'Rules of Racing', shall not reveal to any person any matter which takes place or occurs around the stables and premises of the employer in connection with the employer's business or with any horse under the employer's charge.
- (k) The apprentice shall not ride in any race, barrier trial, jumpout or trackwork or otherwise do any other work for any other person without the prior consent of the employer.
- (l) The employer shall ensure that the apprentice holds the appropriate licence or permit during the effective operation of the training contract.
- (m) The employer shall permit and encourage the apprentice to lawfully ride the horses of others when the employer considers that the apprentice has the necessary experience, strength and ability and the apprentice is not fully engaged in riding for the employer.

### **SIGNATORIES**

Signed for and on behalf of all parties to the Agreement.

**EMPLOYER PARTIES**

**ATTACHMENT A**

**EMPLOYEE PARTIES**

**ATTACHMENT A**