



IN THE AUSTRALIAN COMPETITION TRIBUNAL

Statement

No. ACT of 2017

Tabcorp Holdings Limited

Proposed acquisition of Tatts Group Limited by Tabcorp Holdings Limited by way of scheme of arrangement

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Date: 22 February 2017

Contents

BACKGROUND	2
ATA OVERVIEW	2
ROLE AND IMPORTANCE OF TRAINERS IN THOROUGHBRED RACING	4
ATA FUNDING AND FINANCIALS	7
WAGERING AND ITS IMPORTANCE TO THE RACING INDUSTRY	7
VIEWS ON PROPOSED MERGER OF TABCORP AND TATTS	9
ANNEXURES	12
SCHEDULE A	13

I, Andrew Frederick Nicholl, Chief Executive Officer of the Australian Trainers' Association (**ATA**), in the State of Victoria, say that:

- 1 I have held the position of Chief Executive Officer at the ATA since 1 October 2015. In this role, I am responsible for the strategic and operational functions performed by the ATA.
- 2 I make this statement in my position as Chief Executive Officer, and on behalf of the ATA, in relation to an application by Tabcorp Holdings Limited (**Tabcorp**) to the Australian

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2

Competition Tribunal (the **Tribunal**) for the authorisation of the proposed merger of Tatts Group Limited (**Tatts**) and Tabcorp.

BACKGROUND

Personal involvement in the thoroughbred racing industry

- 3 I developed an interest in horse racing at a young age through family connections with the thoroughbred and harness racing industries. This included aunts and uncles who owned stakes in race horses and a cousin who was heavily involved with harness racing.
- 4 Over the past 25 years, I have owned a stake in approximately 9 different race horses. These horses have had a total of approximately 50 race starts in Victorian races, with one horse placing 3rd in the listed Merson Cooper Stakes at Sandown in 2016.
- 5 As an owner, I have invested much time in watching my horses train, including attending morning jump outs on occasions. I regularly attend the races (at least 3-4 times a month), which includes race meetings in which my horses run.

Other relevant experience

- 6 Prior to joining the ATA, I had a career in the insurance industry, which spanned 34 years. My experience in the insurance industry included providing advice to the ATA in connection with its insurance arrangements on an ongoing basis between 2004 and 2011 while working at Jardine Lloyd Thompson. This included advising the ATA on public liability and professional indemnity insurance requirements for trainers. During this time, I established a close professional relationship with the ATA's management team, including with the ATA's former Chief Executive Officer, John Alducci, who served in the role for 21 years prior to my appointment.
- 7 I also spent 4 years working for Willis Towers Watson, a global financial advisory firm.
- 8 I am a Qualified Practising Insurance Broker and member of the Australia and New Zealand Institute of Insurance and Finance.

ATA OVERVIEW

- 9 The ATA is an independent advocacy organisation that represents trainers of thoroughbred racehorses across Australia. Established in 1967 expressly as an industrial relations organisation, the ATA has branches in New South Wales, Queensland, South Australia, Tasmania, Victoria and Western Australia, as well as a national branch (known internally as the Federal Office). It is the peak national body for trainers in Australia.
- 10 As at 31 December 2016, the ATA had 13 full time and 2 part time employees. The Federal Office is located adjacent to Flemington Racecourse in Victoria.

- 11 Membership of the ATA is voluntary, and the Association currently has 1,072 licensed trainer members. This represents about one third of the 3,458 licensed trainers Australia wide (as at 1 August 2016).
- 12 The functions that the ATA performs for its members fall into three categories:
- (a) trainer advocacy (as explained in paragraphs 13 and 14);
 - (b) business support services (as explained in paragraph 15); and
 - (c) marketing and industry representation (as explained in paragraph 16).
- 13 The ATA's key trainer advocacy functions include assisting trainers with matters relating to industrial relations, representing and supporting trainers at disciplinary hearings, providing input into proposed changes to the Australian and Local Rules of Racing with Racing Australia and state and territory Principal Racing Authorities (**PRA**), and advocating for improved infrastructure (such as training facilities) in dealings with PRAs and racing clubs.
- 14 As a registered industrial organisation, the ATA represents trainers in matters before the Fair Work Commission and provides assistance to trainers in relation to the application of the Horse and Greyhound Training Award 2010 (**HGTA 2010**). A copy of the award is included as **Annexure AN-1** to this statement. Often, this involves advising trainers of their obligations as employers of strappers and other staff, such as applicable casual labour rates and other entitlements.
- 15 The ATA's key business support services include facilitating the external provision of legal advice and support through partner legal firms, managing public liability, personal accident and professional indemnity insurance for trainers, administering training documentation, providing debt recovery services to help trainers recoup unpaid training fees, and supplying equine and other racing related supplies through its wholly owned retail subsidiary, Racing Supplies Pty Ltd.
- 16 The ATA's key marketing and industry representation functions involve attending/facilitating race day and other events (such as the celebration of female trainers and racehorse of the year), organising educational forums and presentations, enlisting assistance from industry bodies and sponsors (such as Racing Australia, Racing Victoria, the Nationwide Superannuation Fund (known as "NSF Super") and others) on a variety of subjects, and coordinating media content and activity for and on behalf of the training profession.
- 17 Another important role that the ATA performs is managing the Australian Trainers' Trust (**ATT**), which was established in September 2015 through grants from the Victorian State Government and Racing Victoria. The ATT was established for the benefit of all licensed

trainers (not just trainers who are members of the ATA) and provides financial assistance to trainers who meet prescribed criteria. This includes cases of death and serious injury or illness that result in acute financial hardship. The ATT is an important safety net for trainers, given that most are self-employed and hence are not required by law to contribute to a superannuation fund.

- 18 The ATA was also involved in developing the Security for Training Fees Model, recently rebadged as the Trainer & Owners Reforms, which is a model of conduct to be adopted by state racing authorities that seeks to regulate (under the rules of racing) basic training and ownership obligations, the associated payment regime, and enforcement of debts owed to trainers by thoroughbred owners. The model will be introduced nationally on 1 May 2017.

ROLE AND IMPORTANCE OF TRAINERS IN THOROUGHBRED RACING

Overview

- 19 The thoroughbred racing industry is a large and significant industry within the Australian economy, given the number of people involved in thoroughbred racing and the number of spectators and punters who follow it. As an illustration, Racing Australia submitted a report to the Australian Senate Inquiry into the Interactive Gambling Amendment (Sports Betting Reform) Bill 2015 prepared by IER (formerly *International Event Resources*) (included as **Annexure AN-2** to this statement) that estimated there are more than 230,000 employees, participants and volunteers in the Australian thoroughbred racing industry, with an estimated contribution of more than \$5 billion to the Australian economy each year.
- 20 Thoroughbred horse trainers obviously play a critical role in the Australian thoroughbred racing industry. In Australia, there are approximately 3,458 licensed thoroughbred racing trainers. I estimate that of these, approximately 1,000 are full time, professional trainers. The remainder are owner/trainers, smaller trainers and/or part-time trainers, with many having another source of income.
- 21 Under the Australian Rules of Racing, all trainers must hold a licence or permit issued by a PRA. A copy of relevant extracts of the Australian Rules of Racing is included as **Annexure AN-3** to this statement. Different types of trainer licences are available. For example, in Victoria, the available licences are: Pre-Trainer; Restricted Trainer; General Trainer; General A Trainer; Partnership Licence; Jumps Trainer; and Visiting Trainer.
- 22 Professional horse training operations require sophisticated infrastructure and a substantial number of employees, including white collar office staff and operations people (such as foremen, riders, stable hands etc). I estimate that major stables would employ up to 30 people directly, and also engage a significant number of independent contractors (such as track riders, farriers, vets and truck drivers).

- 23 The ATA monitors trainer results and tracks winnings to identify the most active and successful trainers in the industry. The ATA also conducts regular membership drives, typically twice a year, and seeks to ensure that all professional trainers (and particularly those identified as 'elite' trainers) are members of the ATA.
- 24 The vast majority of professional trainers in Australia are members of the ATA. In my experience, all ATA members, including elite trainers, rely heavily on the ATA's industry support, advocacy services and business support services in order to successfully conduct their training operations.

Trainer incomes

- 25 Trainers operate under a number of different business models, which typically include a combination of two or more of the following income sources:
- (a) training fees, where trainers are paid a daily fee per horse for providing training services (as described further in paragraph 26 below);
 - (b) ancillary reimbursements, where trainers are reimbursed for additional costs they incur in horse training (plus typically a margin of 10 to 25%) (as described further in paragraph 27 below);
 - (c) a trainer's percentage, where trainers receive a set percentage of any prize money earned by horses that they train (as described further in paragraph 29 below);
 - (d) fees for breaking and/or pre-training services, which involves training young horses;
 - (e) agistment, where trainers receive income for keeping horses on land that they own; and
 - (f) horse sales, where trainers purchase horses, train them and then sell them (such as the example of "Dissident" referred to in paragraph 30 below).
- 26 Training fees are often modest. Training fees range from as low as \$60 per day in remote and regional areas of Australia up to \$125 per day for an elite Victorian or Sydney trainer. Each year, following the annual wage review under the HGTA 2010, the ATA provides its members with a schedule of recommended training fees in each state. A copy of the ATA's schedule of recommended training fees for the year commencing 1 July 2016 is included as **Annexure AN-4** to this statement. Trainers commonly set their fees at a level that only covers their basic costs as an incentive to attract owners.
- 27 A trainer's daily training costs typically include an amount for the trainer's time, horse feed, stable rent, labour and other basic overheads. Ancillary expenses are usually recovered in addition to the daily training fee. Ancillary expenses include:

(a) race day costs (such as shoes and floating services); and

(b) other external expenses (such as costs associated with physiotherapists, vets and dentists).

28 The ATA (typically on an annual basis) surveys its members about their estimated training costs. Based on the results of these surveys, I estimate that the median cost recovered by metropolitan based trainers for training a horse in Victoria is approximately \$85 per day. This is significantly less than the ATA's recommended minimum rate (currently \$122 per day – see Annexure AN-4 for more details).

29 Prize money is an essential source of revenue for the thoroughbred racing industry. While many owners will never recover their costs of keeping and training a horse through prize money alone, prize money (together with any fees for breeding and sales) is an important source of external funds (that is, not personal funds) available to owners to meet the costs of keeping and training their horses. Prize money is also a key source of income for most trainers (particularly professional trainers). Trainers typically receive a 10% share of any prize money won by the horses they train and many trainers also have an ownership stake. A trainer may own a horse outright, but more typically trainers hold an ownership stake of between 10% to 30% in any given horse they are training.

30 Trainers can also get substantial returns from selling successful horses for breeding purposes. For example, Peter Moody purchased 'Dissident', which won 2014/15 Australian Racehorse of the Year, for just \$210,000. I understand from my contacts in the industry that Dissident was subsequently sold to Newgate Stud for an estimated \$8 million. However only a small percentage of trainers achieve such returns, and the majority of trainers struggle to live off their income from training alone.

31 From a trainer's perspective, it is vital that racing clubs offer frequent race meetings and sufficient prize money to:

(a) encourage owners to entertain investment, including recurring investment, in racehorses, which they will place with trainers; and

(b) in turn, afford trainers the opportunity to earn a sustainable return, which includes recovering fully their expenses and complimenting this with a continuous prizemoney return.

32 It is also vital that trainers have access to good quality training facilities (usually provided by racing clubs) in order to be able to get the best output from their horses.



ATA FUNDING AND FINANCIALS

- 33 The ATA has three key sources of funding:
- (a) membership subscriptions, levies and service fees;
 - (b) revenue derived from selling racing supplies through its wholly owned subsidiary, Racing Supplies Pty Ltd; and
 - (c) sponsorship and other commercial arrangements (including marketing and advertising) as described further in paragraphs 34 and 35 below.
- 34 The ATA's key commercial partners are Tabcorp, Racing Victoria and NSF Super. On 4 May 2016, Tabcorp and the ATA extended their sponsorship agreement. Under the agreement, Tabcorp also agreed to partner with the ATA on a number of race day initiatives (such as the TAB/ATA Celebrate Women Trainers Handicap). In return, the ATA afforded Tabcorp the status of the ATA's exclusive wagering partner. A copy of the Tabcorp media release about the sponsorship agreement extension is included as **Annexure AN-5** to this statement.
- 35 Tabcorp is a particularly important partner of the ATA, not only because of the direct financial contribution that Tabcorp makes to the ATA, but because of the significant contribution that Tabcorp makes to the thoroughbred horse racing industry generally. The ATA has continued to support Tabcorp as its exclusive wagering partner, even with the recent rise of corporate bookmakers, because the ATA sees Tabcorp as being more strongly committed to investing in and supporting the long term interests of the racing industry.

WAGERING AND ITS IMPORTANCE TO THE RACING INDUSTRY

- 36 As explained in paragraphs 31 and 32, trainers rely on race clubs providing access to quality training facilities and putting on frequent racing events with sufficient prize money to allow trainers an opportunity to earn a reasonable income. Trainers therefore have a vested interest in ensuring that racing clubs, and the racing industry generally, are adequately funded. Racing clubs receive funding from a number of sources. Some of these sources, such as gate fees, are generally within a club's control. However, as explained above in paragraph 35, revenue from wagering is also an important source of funding for clubs.
- 37 Because of the importance of wagering as a source of income for the industry, it is part of my job to keep abreast of developments in the wagering industry and the overall industry funding arrangements. One way I do this is through consultation and close communication with peak industry bodies, such as Racing Victoria. I am also personally familiar with the range of wagering operators operating in the industry and the types of wagering products available to punters.

38 I am aware that for a long time, the state licensed tote operators (which is currently Tabcorp in NSW, Victoria and the ACT, Tatts in Queensland, Tasmania, South Australia and the Northern Territory, and the WA Government through WATAB in Western Australia) have provided the largest source of funding available to the racing industry, and in particular to racing clubs to meet their facilities costs and host race meetings and also to cover prize money.

39 I am aware that recently, over say the past 10 years or so, there has been competition from off-course corporate bookmakers offering fixed odds, through telephone, internet and more recently mobile app channels. Today these corporate bookmakers include:

- (a) William Hill;
- (b) Ladbrokes;
- (c) Sportsbet;
- (d) CrownBet; and
- (e) Bet365.

These corporate bookmakers offer traditional fixed odd products, and also tote derivative products. Tote derivative products include 'best of tote' products, which provide a pay-out based on a state tote or range of state tote pay-outs. These corporate bookmakers have undertaken extensive marketing and have developed sophisticated and easy to use online applications on smartphones and tablets, and also use marketing initiatives to attract new customers by offering 'cashback', 'bonus bets' and other incentives.

40 I am aware from the Fact Book published by Racing Australia for the 2015/16 racing season (relevant extracts are included as **Annexure AN-6** to this statement) that corporate bookmakers have been successful in significantly growing their share of wagering turnover (\$5.912 billion in 2015/2016), and that the share of tote wagering turnover and the level of tote wagering revenue available to tote operators (\$9.805 billion in 2015/2016) has been diminishing in light of the success of corporate bookmakers. This trend was confirmed in a recent briefing I received from Tabcorp executives in relation to the proposed combination of Tabcorp and Tatts and is consistent with the general industry information available to me through my role at the ATA.

41 I also understand from my involvement in the thoroughbred racing industry that the increased popularity of corporate bookmakers has given them a degree of influence over where punters choose to direct their wagering dollars. In particular, advertising and

promotions run by corporate bookmakers for sports like AFL, cricket and rugby league can negatively impact the level of wagering on other sports, including thoroughbred racing.

- 42 I am aware that state governments have introduced some measures, through race field fees, to be able to recover a contribution to racing industry costs. However, it is my understanding that corporate bookmakers through these race field fees make a significantly smaller contribution, as a proportion of wagering turnover, to racing industry funding when compared to the funding arrangements in place with the state licensed tote operators.
- 43 In particular, it is my understanding that under current funding arrangements (which varies between states) revenue from tote, or pari-mutuel, wagering continues to represent the largest source of funding for the thoroughbred racing industry. For example, I am aware from the presentation that I received from Tabcorp that Tabcorp and Tatts were together the largest source of funding for the Australian racing industry in 2016, delivering approximately \$1 billion in the 2015/16 financial year. Without being able to confirm the precise figures, this information is consistent with general industry information available to me through my role at the ATA.
- 44 Notwithstanding these contributions, there are a number of challenges to securing funding to sustain the immediate and longer-term future of the Australian racing industry, which has implications for all stakeholders, including trainers. In general, the vast majority of trainers work incredibly long hours and juggle their finances daily simply to be in a position to cover training costs, which are certain and usually increase consistently over time (particularly labour costs), when their sources of income (particularly prize money) are less certain and generally increase intermittently.

VIEWS ON PROPOSED MERGER OF TABCORP AND TATTS

- 45 As noted above, I am aware that Tabcorp has proposed to acquire the issued shares of Tatts by a scheme of arrangement (the **Proposed Transaction**) and, overall, I am supportive of the Proposed Transaction.
- 46 I received a briefing from Tabcorp executives on the Proposed Transaction's implications for the racing industry. I understand from this presentation that Tabcorp expects that the Proposed Transaction will enable it to achieve significant operating synergies (through technology integration and systems optimisation, consolidation of wagering functions, corporate cost rationalisations and procurement benefits from increased scale), and wagering performance optimisation under the TAB brand (through increased risk management capabilities and wagering turnover growth through alignment of product offerings, targeted investment, combined digital expertise and the possibility of merged pools) and other operating and commercial benefits, such as capex synergies.

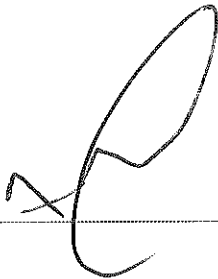
- 47 I further understand that Tabcorp expects that as a result of these synergies, approximately \$50 million will flow through to the racing industry each year in the form of additional funding, with additional benefits available to shareholders.
- 48 I am not in a position to personally verify whether the synergies will be achieved and the particular amount, but in general I consider that the achievement of synergies appears reasonable. From my general understanding of the racing industry funding arrangements for state licensed tote operators, it is my expectation that the achievement of the sorts of efficiencies identified by Tabcorp would result in increased funding to the racing industry under those arrangements.
- 49 Increased funding would overall support the racing industry through enhanced prize money and funds to support the holding of race meetings. Enhanced prize money would support stronger race fields and overall provide a better product to spectators and punters. Increased prize money and funding for racing clubs would also allow them to improve the quality of facilities, with flow on benefits for the whole industry. As a representative of trainers, I consider these to be extremely positive features of the Proposed Transaction.
- 50 I also understand that Tabcorp sees the acquisition as providing a pathway to national pooling for pari-mutuel wagering. From an overall racing industry perspective, the benefits of larger pari-mutuel totalisator pools are compelling. Larger pools will drive a more level playing field for a merged Tabcorp/ Tatts entity enabling it to better promote its wagering products with the very real prospect of better returns across all segments of punters, and in particular, the high volume punters that are particularly sensitive to changes in their take out rate. This is because larger pools provide more stable odds. In this way it would also address, to some degree, the advantage of the low cost model adopted by corporate bookmakers. This model has been used to lucratively exploit the advantages of the relatively liberal and unrestricted regulatory environment under which corporate bookmakers are able to offer wagering products to customers, which Tabcorp and Tatts are prohibited from offering products to. For example, corporate bookmakers offer various innovative products, which typically attract great interest from punters, and in particular, the attention of the high net worth customer. This includes "Best Tote" products, "In-Play" betting for a variety of sports, and "Power-Up" options (where the customer has the option to increase the odds on one horse per day beyond the standard tote price). Tabcorp and Tatts do not have the same opportunity to offer these "exotic" betting propositions through their respective totalisator platforms.
- 51 It is my understanding that Tabcorp also considers that a stronger overall tote pool would support its ability to launch new products and initiatives, including new pari-mutuel products, which could facilitate the merging of pools.

- 52 If Tabcorp is able to achieve the anticipated synergies and this facilitates a further strengthening of the tote pool, I would see that as overall very positive for the racing industry.
- 53 I don't believe that Tabcorp's acquisition of Tatts would have any adverse effect on wagering competition. Rather, in my opinion, the Proposed Transaction would have significant benefits for punters on the basis that a Tabcorp/ Tatts tote product would be positioned to better compete with corporate bookmakers.
- 54 I also believe that Tabcorp is likely to deliver a better retail experience in states where Tatts currently holds the exclusive off-course licence through its 'UBET' brand (as explained in paragraph 55 below).
- 55 I understand from the briefing that I received from Tabcorp that it expects to offer a uniform retail experience under a national Tabcorp brand. If it did so, in my opinion this would significantly benefit punters in states where off-course betting is licensed to Tatts through its UBET brand. This is because I consider the UBET retail experience to be inferior to the retail experience offered by Tabcorp. In particular, Tabcorp's continued investment in retail outlets has enabled it to offer a much more contemporary and inviting retail experience, with better facilities and more comfortable and appealing layouts, décor and furniture. Tabcorp has also continued to demonstrate its responsiveness to consumer demand, including recently through its rollout of user friendly digital betting terminals.
- 56 I understand that broadly, Tabcorp and Tatts would integrate their existing retail venues and that the quality of the retail experience in venues currently operating under the UBET brand would be improved by adopting the same standard maintained by Tabcorp's retail venues.
- 57 In my opinion a strong retail brand promoting a first class wagering product is important to attract people to participate in racing. Equally, the better the retail experience in hotels, clubs and other venues, the more likely it is that people will be attracted to betting on races with tote operators rather than through corporate bookmakers. This should make the racing industry better off overall as tote wagering delivers better industry returns than wagering with corporate bookmakers.
- 58 I also consider that the increased resources available to the combined Tabcorp/ Tatts would be a catalyst for greater investment in wagering products and digital wagering platforms. Innovation is key to sustainability and growth, particularly in the context of smartphone and other online betting platforms, which the "next generation" of customers increasingly demand for an immediate and convenient way of accessing products and services.
- 59 In summary, while there will always be challenges with securing the necessary funding to sustain the immediate and longer-term future of the Australian racing industry, I believe the

opportunity to anchor this objective exists with the Tabcorp / Tatts merger. There will also be benefits for the wagering public (particularly through product innovation and customer engagement) and industry participants as a result of greater capital investment, improved race club facilities and the prospect of further increases in prizemoney.

ANNEXURES

60 Set out in Schedule "A" of my statement is a table of annexures that I refer to in my statement.



Signature

Andrew Frederick Nicholl, Chief Executive Officer, Australian Trainers' Association

Date: 22 FEBRUARY, 2017

SCHEDULE A

TABLE OF ANNEXURES REFERRED TO IN STATEMENT OF ANDREW FREDERICK NICHOLL

Annexure	Title	Confidentiality
AN-1	Horse and Greyhound Training Award 2010	-
AN-2	Racing Australia submission to the Australian Senate Inquiry into the Interactive Gambling Amendment (Sports Betting Reform) Bill 2015 prepared by IER	-
AN-3	Extracts from the Australian Rules of Racing (amended to 1 February 2017)	-
AN-4	Australian Trainers' Association's Schedule of Recommended Training Fees for the year commencing 1 July 2016	-
AN-5	Tabcorp media release in relation to the extension of its partnership with the ATA	-
AN-6	Extracts from Racing Australia, Racing Season 2015/2016 Fact Book	-

Horse and Greyhound Training Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 14 December 2016 ([PR583016](#)) and 20 December 2016 ([PR588721](#)).

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

22—Overtime and penalty rates

23—Annual leave

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
15. District allowances	20
16. Accident pay	21

Horse and Greyhound Training Award 2010

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
Appendix C1: Allocation of Traineeships to Wage Levels		48
Schedule D —2016 Part-day Public Holidays.....		54
Schedule E —School-based apprentices.....		56
Schedule F —Agreement to Take Annual Leave in Advance		57
Schedule G —Agreement to Cash Out Annual Leave		58

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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

Horse and Greyhound Training Award 2010

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

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

[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.

Horse and Greyhound Training Award 2010

- (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.

Horse and Greyhound Training Award 2010

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](#)]

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](#) ppc 01Jul16]

Classification	Minimum weekly wage
	\$
Stable employee (on commencement with employer)	672.70
Stablehand Grade 1 (after three months' continuous employment with the employer)	692.10
Stablehand Grade 2 (who has at least two years in the industry and whose duties are above those required of a Grade 1 employee)	718.60
Track rider	718.60
Stable foreman	783.30
Training assistant	807.70

Horse and Greyhound Training Award 2010

Classification	Minimum weekly wage
	\$
Trainer	854.60

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:

Age	Percentage
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

See Schedule C

Horse and Greyhound Training 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

Year of apprenticeship	Percentage for apprentices who have not completed year 12	Percentage for apprentices who have completed year 12
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.

Horse and Greyhound Training Award 2010

13.7 Apprentices 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.

Horse and Greyhound Training Award 2010

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](#)]

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](#) ppc 01Jul16]

- (a) When required to attend a race meeting an employee must be paid an allowance of \$11.25 for each meal unless the employer supplies the meal.

[14.3(b) varied by [PR998045](#), [PR509161](#), [PR522991](#), [PR536794](#), [PR551717](#), [PR566816](#), [PR579512](#) ppc 01Jul16]

- (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 \$13.73 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.

Horse and Greyhound Training Award 2010

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:

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

15. District allowances

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

Horse and Greyhound Training Award 2010

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;

Horse and Greyhound Training Award 2010

[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 [PR583016](#)]

- 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.

Horse and Greyhound Training Award 2010

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 [PR583016](#) 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).

Horse and Greyhound Training Award 2010

- (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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

Schedule B—Supported Wage System

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

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

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.

Horse and Greyhound Training Award 2010

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:

Assessed capacity (clause B.5)	Relevant minimum wage
%	%
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](#) ppc 01Jul16]

B.4.2 Provided that the minimum amount payable must be not less than \$82 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

Horse and Greyhound Training Award 2010

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](#) ppc 01Jul16]

B.10.3 The minimum amount payable to the employee during the trial period must be no less than \$82 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.

Horse and Greyhound Training Award 2010

Schedule C—National Training Wage

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

C.1 Title

This is the *National Training Wage Schedule*.

C.2 Definitions

In this schedule:

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

approved training means the training specified in the training contract

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

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

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

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

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

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

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

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

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

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

Tasmania: *Vocational Education and Training Act 1994*;

Horse and Greyhound Training Award 2010

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

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

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

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

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

year 10 includes any year before Year 10

C.3 Coverage

- C.3.1** Subject to clauses C.3.2 to C.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix C1 to this schedule or by clause C.5.4 of this schedule.
- C.3.2** This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix C1 to this schedule.
- C.3.3** This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- C.3.4** This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- C.3.5** Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.
- C.3.6** At the conclusion of the traineeship, this schedule ceases to apply to the employee.

C.4 Types of Traineeship

The following types of traineeship are available under this schedule:

Horse and Greyhound Training Award 2010

- C.4.1** a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- C.4.2** a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

C.5 Minimum Wages

[C.5 substituted by [PR997887](#), [PR509039](#), [PR522870](#), [PR536673](#), [PR551596](#), [PR566675](#), [PR579758](#) ppc 01Jul16]

C.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	396.50
Plus 1 year out of school	332.80	396.50	461.40
Plus 2 years out of school	396.50	461.40	537.00
Plus 3 years out of school	461.40	537.00	614.80
Plus 4 years out of school	537.00	614.80	
Plus 5 or more years out of school	614.80		

(b) Wage Level B

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	443.80
Plus 2 years out of school	385.80	443.80	520.40

Horse and Greyhound Training Award 2010

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	Per week	per week
	\$	\$	\$
Plus 3 years out of school	443.80	520.40	593.60
Plus 4 years out of school	520.40	593.60	
Plus 5 or more years out of school	593.60		

(c) Wage Level C

Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	302.20	332.80	385.80
Plus 1 year out of school	332.80	385.80	434.30
Plus 2 years out of school	385.80	434.30	485.20
Plus 3 years out of school	434.30	485.20	540.60
Plus 4 years out of school	485.20	540.60	
Plus 5 or more years out of school	540.60		

(d) AQF Certificate Level IV traineeships

- (i) Subject to clause C.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clause C.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	638.50	663.20

Horse and Greyhound Training Award 2010

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level B	616.00	639.70
Wage Level C	560.60	581.80

C.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	13.05
Plus 1 year out of school	10.96	13.05	15.19
Plus 2 years out of school	13.05	15.19	17.66
Plus 3 years out of school	15.19	17.66	20.21
Plus 4 years out of school	17.66	20.21	
Plus 5 or more years out of school	20.21		

(b) Wage Level B

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.60
Plus 2 years out of school	12.70	14.60	17.13
Plus 3 years out of school	14.60	17.13	19.54

Horse and Greyhound Training Award 2010

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
Plus 4 years out of school	17.13	19.54	
Plus 5 or more years out of school	19.54		

(c) Wage Level C

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix C1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	9.94	10.96	12.70
Plus 1 year out of school	10.96	12.70	14.28
Plus 2 years out of school	12.70	14.28	15.95
Plus 3 years out of school	14.28	15.95	17.78
Plus 4 years out of school	15.95	17.78	
Plus 5 or more years out of school	17.78		

(d) School-based traineeships

Subject to clauses C.5.2(f) and C.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix C1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.94	10.96

(e) AQF Certificate Level IV traineeships

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

Horse and Greyhound Training Award 2010

Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

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

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour \$	per hour \$
Wage Level A	21.00	21.82
Wage Level B	20.24	21.03
Wage Level C	18.44	19.15

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses C.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

C.5.3 Other minimum wage provisions

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

Horse and Greyhound Training Award 2010

C.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix C1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

C.6 Employment conditions

- C.6.1** A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.
- C.6.2** A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- C.6.3** Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

[Note inserted by [PR545787](#) ppc 01Jan14]

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

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

Horse and Greyhound Training Award 2010

Appendix C1: Allocation of Traineeships to Wage Levels

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

C1.1 Wage Level A

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

Horse and Greyhound Training Award 2010

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

Horse and Greyhound Training Award 2010**Training package**

Water Industry (Utilities)

AQF certificate level

III

Horse and Greyhound Training Award 2010

C1.2 Wage Level B

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

Horse and Greyhound Training Award 2010

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

Horse and Greyhound Training Award 2010

C1.3 Wage Level C

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

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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.

Horse and Greyhound Training Award 2010

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____

Horse and Greyhound Training Award 2010

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__

APPENDIX 5: Scope and contribution of Australian thoroughbred racing

1. Overview

The Thoroughbred Racing Industry (TRI) plays an integral role in the sporting life, cultural traditions and the economy of Australia. Racing spans both the calendar and continent: over 19,000 thoroughbred races are held each year, staged in almost every part of Australia. Here we provide a snapshot of the size and scope of the TRI, illustrating the remarkable extent of its influence on Australia's economic and social life.

Participation

- 184,000+ starters in Australian races every year
- 371 Australian Racing Clubs
- 4.5+ million attendances at race meetings every year
- 100,000+ racing club members
- 230,000+ employees, participants and volunteers

Economy

- 5.0+ billion in value added
- 49,000+ full time equivalent jobs
- \$610+ million in taxes paid to State Governments
- \$560+ million in taxes paid to Federal Governments

Global Reach

- 700+ million Worldwide audience for the Melbourne Cup
- 22 countries importing Australian racehorses
- 20+ northern hemisphere international horses compete in the Melbourne Spring and Sydney Autumn Carnivals combined
- \$750+ million international exports

Investment

- \$1.1+ billion invested annually by breeders, owners and trainers
- 100,000+ racehorse owners investing in Australian racing

1.1 Significance of the Thoroughbred industry to Australia

Employment

IER's assessment found that the set of activities associated with, breeding, training, racing and wagering, directly accounted for an estimated 48,680 full-time equivalent (FTE) jobs in 2005-06. An estimated 9,900 breeders employed 17,990 staff, 80 percent of who were based in non-metropolitan areas. An estimated 1,280 trainers (from a total of 4,700 trainers Australia-wide) and their 3,100 staff were also concentrated in non-metropolitan Australia. 1,500 full-time staff, 12,000 part-time staff and 1,000 jockeys were employed in delivering the race day product. Bookmakers totalled 700 and they employed an additional 1,400 people. TAB wagering staff totalled an estimated 4,700. IER's study found that racing and breeding also help to sustain employment in other areas of the economy, such as feed merchants, veterinarians, farriers, transport companies, caterers, hoteliers, and the fashion industry.

Participation

People participate in three main ways: producing and delivering the 'racing product'; attending race meetings; and wagering on horse racing.

The total number of people involved in producing the race product is much larger than the 48,680 FTE employees recorded above because of the considerable extent of part-time, casual and unpaid work. In fact, closer to 230,000 people are involved in the TRI, two-thirds of whom are tied to provincial and country racing.

Horse racing is one of Australia's oldest and most popular sports. The first organized thoroughbred race meeting in this country was held in Hyde Park, Sydney, in 1810, with Governor Macquarie in attendance. Today, about 2 million Australians attend a thoroughbred race meeting at least once per year, ranking it second only to AFL in terms of attendance¹. While racing's best known event, the Melbourne Cup, is now an international spectacle viewed by 700 million people, at the same time racing continues largely unchanged in picnic meetings run throughout country Australia where almost every place big enough to be called a town – as well as in some that are not – has its own racetrack. For many rural communities, their Cup race day remains one of the social highlights of the year.

It can be said that Australia has three truly national days: ANZAC Day; Australia Day; and the Melbourne Cup.

¹ ABS Attendance of Sport

Taxation revenue

The TRI generates nearly \$1.2 billion in Federal and State taxes each year. Taxes on wagering comprised almost half of this amount, with GST the next largest component.

1.2 International significance of Australian Thoroughbred Racing

There are 371 race clubs in Australia, which is more than any other country in the world.

On a per capita, basis Australia has arguably the strongest racing industry in the world. Even in aggregate terms the TRI ranks in the top 3 racing industries in the world on all industry indicators notwithstanding its much smaller population and economy *vis a vis* competitors such as the US, Japan, Great Britain and France.

Australian Thoroughbred racing on a world stage

Rank	Starts	Black type races	Prize money	Foals born
1	USA	USA	USA	USA
2	Australia	Australia	Japan	Australia
3	Japan	Great Britain	Australia	Ireland
4	Great Britain	France	France	Japan
5	France	Argentina	Great Britain	Argentina
6	Chile	Japan	Korea	Great Britain
7	Argentina	South Africa	Turkey	France
8	Italy	Brazil	Hong Kong	New Zealand
9	South Africa	New Zealand	Ireland	Brazil
10	New Zealand	Ireland	Italy	Canada

1.3 Conclusion

The TRI spans a network of activities that starts with people choosing to wager on thoroughbred horse racing which creates the demand for the bloodstock industry. Wagering provides the prize money to horse owners who fund breeding and training, the success of which affects the scale and quality of thoroughbred racing events, which in turn affects wagering demand.

The TRI makes significant contributions to the Australian economy through employment, valued added, and tax paid. A large part of the Australian population participates in thoroughbred racing, directly by producing and delivering the racing product, or indirectly by attending race meetings and wagering. Any decline in funding that led to a contraction in the size of the Thoroughbred racing industry would have wide flow-on effects.



AUSTRALIAN RULES OF RACING

amended to

1st FEBRUARY 2017

Including amended rules AR.69 & AR.69A(b)

Sport and Specialised Analytical Services, LGC, Fordham, Ely, Cambridgeshire, United Kingdom
Australian Sports Drug Testing Laboratory, Sydney
ChemCentre, Western Australia
National Measurement Institute (NMI), Sydney (trace element analysis)
Institute of Biochemistry, German Sport University, Cologne, Germany

[amended 17.3.08][amended 01.10.12][amended 11.6.14][amended 11.9.14][amended 30.3.15]

“**Official Trial**” means a trial –

- (a) that is approved and advertised by the Principal Racing Authority;
- (b) that is conducted in accordance with the conditions set by the Principal Racing Authority;
- (c) that is supervised by the Stewards; and
- (d) for which official entries are taken and results are officially recorded. *[added 1.9.09]*

“**Overseas Racing Authority**” means a body, whether statutory or otherwise, that has the control or general supervision of racing within a country, territory or province other than Australia.

[added 19.3.09]

“**Participant in racing**” includes:

- (a) a trainer
- (b) any person employed by a trainer in connection with the training or care of horses
- (c) a nominator
- (d) a rider
- (e) a riders agent
- (f) any person who provides a service or services connected with the keeping, training or racing of a horse.” *[definition added 19.10.06]*

“**Penalty**” includes the suspension or partial suspension of any licence, disqualification and the imposition of a fine, and “penalise” has a corresponding meaning. *[amended 1.9.09]*

“**Person**” includes any Syndicate, Company, combination of persons, firm, or Stud owning or racing a horse or horses.

“**Possession**” for the purposes of the Rules means:

- (a) an article or thing is in the custody of a person;
- (b) the person has and exercises access to the article or thing; or
- (c) the article or thing is found at any time on premises used in any manner in relation to the training or racing of horses and the person occupies or has the care, control or management of those premises or owns, trains or is in charge of horses at those premises,

provided that sub-paragraph (c) does not apply if the person proves that he did not know of the existence or the identity of the article or thing. *[added 1.8.16]*

“**Premises**” includes land, buildings or any fixed or moveable structure, including any vehicle.

[added 20.11.02]

The expression “**Principal Racing Authority**” means:-

- (a) a body, statutory or otherwise, that has the control and general supervision of racing within a State or Territory (provided any Member thereof is not a direct Government appointee),

and means in the State of New South Wales, the NSW Thoroughbred Racing Board; in the State of Victoria, Racing Victoria Limited; in the State of Queensland, Racing Queensland Limited; in the State of South Australia, Thoroughbred Racing S.A. Limited; in the State of Western Australia, Racing and Wagering Western Australia; in the State of Tasmania, the Tasmanian Thoroughbred Racing Council; in the Northern Territory, Thoroughbred Racing NT; and in the Australian Capital Territory, the Committee of the Canberra Racing Club Incorporated; and,
[amended 24.10.03; 8.5.06; 1.7.06]

- (b) a body recognised as a Principal Racing Authority by the Australian Racing Board pursuant to the Board's Constitution under the *Corporations Act*. *[amended 8.5.06]*
- (c) Provided that all references in these Rules to a Principal Racing Authority shall, in the case of a body that on and before 30th April, 2003 was a Principal Club under the Australian Rules of Racing and which continues to be referred to as a Principal Club under an Act of Parliament or a company constitution, continue to have effect as a reference to a Principal Club. *[definition replaced 30.4.03]*

"**Prize**" includes any moneys, cups, trophies or any material gain or benefit capable of being valued in money (but not including the value of any stallion services) from whatever source awarded to the nominator or trainer or jockey of a horse or to any other person in accordance with the conditions of a race as a result of the horse winning or being placed second, third, fourth, fifth, sixth, seventh, eighth, ninth or tenth in such race. *[amended 1.7.00 & 1.7.05]*

"**Prohibited Substance**" means a substance declared by these Rules to be a prohibited substance, or which falls within any of the groups of substances declared by these Rules to be prohibited substances unless it is specifically excepted.

"**Promoter**" means any person or Corporation who for valuable consideration offers or invites any other person or Corporation to subscribe for shares or participate in any manner in any scheme, the objects of which include the breeding and/or racing of a thoroughbred horse or horses. *[added 20.11.02]*

"**Race**" includes each division of a divided race.

"**Racing Calendar**" means the publication published under that name or any similar name by or under the authority of a Principal Racing Authority.

"**Registered Club**" means a Club registered by a Principal Racing Authority in accordance with the Rules.

"**Registered Manager**" means a person who is appointed to be the Registered Manager for a Company by instrument under the common seal of the Company and who has been approved by the Principal Racing Authority by which the Company has been registered as a Syndicate.

"**Registered Meeting**" or "**Registered Race Meeting**" includes any race meeting held under the Management of a Principal Racing Authority or of any registered Club.

"**Registrar of Racehorses**" and the "**Registrar**" mean RISA or any agent appointed by it. *[replaced 11.3.04]*

"**Restricted Race Conditions**" means those conditions for Restricted Races as prescribed by AR.1A.

"Rider" means a jockey, apprentice jockey, amateur rider, approved rider, or any other person who rides a horse in a race, official trial, jump-out or during trackwork. *[added 1.5.02] [amended 1.9.09]*

"Riders Agent" means a person licensed by a Principal Racing Authority who by contract or any other arrangement or agreement assists a jockey or the master of an apprentice jockey in the organisation and/or the obtaining of riding engagements.

"RISA" means Racing Information Services Australia Proprietary Limited.

"Sample" means a specimen of saliva, urine, perspiration, breath, blood, tissue, hide, hair, or any other excretion product or body fluid taken from a horse or person. *[added 1.5.02]*

"Screening limit" means the concentration of a therapeutic substance or its specified metabolite present in a sample during a screening test or analysis as specified in AR.178EA(2), above which the therapeutic substance will be notified as a prohibited substance. *[added 01.10.12]*

"Sexual Harassment" means:

- (a) subjecting a person to an unsolicited act of physical intimacy; or
- (b) making an unsolicited demand or request (whether directly or by implication) for sexual favours from a person; or
- (c) making a remark with sexual connotations relating to a person; or
- (d) engaging in any other unwelcome conduct of a sexual nature in relation to a person; and the person engaging in the conduct described in paragraphs (a), (b), (c) or (d) does so –
- (e) with the intention of offending, humiliating or intimidating the other person; or
- (f) in circumstances where a reasonable person would have anticipated the possibility that the other person would be offended, humiliated or intimidated by the conduct.

Conduct described in paragraphs (b), (c) and (d) includes, without limitation, conduct involving the internet, mobile phone or any other electronic mode of communication. *[added 1.12.10]*

"Stable Return" means a notification submitted by a trainer, containing such information required by the Rules in respect of each horse under his care, control and superintendence; and thereafter from time to time supplemented by amending notifications in the event of any alterations to the information previously submitted. *[added 1.7.05]*

"Stewards" means the persons appointed as such in accordance with the Local Rules of a Principal Racing Authority and includes Deputy Stewards duly appointed.

"Stud" means a person, Firm or Company engaged in the breeding of horses for racing and which during the period of 12 calendar months immediately preceding any relevant point of time has returned to and had accepted five or more mares by the Australian Stud Book and/or the Australian Register of Non Stud Book Mares.

“**Suspension**” means the temporary withdrawal in whole or in part of any licence, permit, permission, right or privilege granted under the Rules. *[replaced 1.11.99]*

"**Syndicate**" means a Syndicate as defined by A.R. 69A and registered pursuant to these Rules.

“**Therapeutic substance**” means a prohibited substance to which a screening limit applies, and which is promulgated as such from time to time by the Australian Racing Board and published in the Racing Calendar. *[added 01.10.12]*

"**These Rules**" mean the Australian Rules of Racing and "**The Rules**" mean these Rules together with the Local Rules of the Principal Racing Authority concerned.

"**Thoroughbred Identification Card**" means the card which bears that name and which has been issued by the Registrar of Racehorses or a recognised overseas turf authority in relation to the identity of the racehorse described thereon. *[added 1.7.05]*

“**Trackwork**” means any training activity, excluding an official trial or jump-out, undertaken by a racehorse in the care of a trainer on a racecourse, recognised training track, private training establishment or elsewhere. *[added 1.9.09]*

“**Trainer**” means a person licensed or granted a permit by a Principal Racing Authority to train horses, and includes any persons licensed to train as a training partnership. *[added 1.8.08]*

"**Trustees**" means the natural persons being members of a Syndicate who have been nominated to represent it as such trustees.

“**Unnamed Horse**” means an Eligible Horse that has not been registered to race pursuant to AR.15. *[added 1.8.16]*

"**Warned off.**" "**Warning off.**" A person warned off a racecourse is one who is not permitted to enter a racecourse under the control of the Club or body warning him off.

“**Workplace Harassment**” means behaviour of one person towards another person with whom he has a workplace connection which:

- (a) is unwelcome to and unsolicited by the person who is the subject of the behaviour;
- (b) the person subject to the behaviour considers to be offensive, intimidating, humiliating or threatening; and
- (c) a reasonable person would consider to be offensive, humiliating, intimidating or threatening

However, reasonable management action taken in a reasonable way by the person’s employer in connection with the person’s employment is not workplace harassment.” *[added 1.12.10]*

Marginal notes and headings, where they appear, are for reference purposes only and shall not be regarded as being part of the Rules.

Words importing the singular include the plural and the plural the singular, unless the context requires otherwise; and words importing the masculine gender shall be deemed and taken to include

Race Meeting Attendance Fees

These fees are recommended by ATA to recover costs (from Owners) associated with the attendance of employees at race meetings in accordance with the HGTA. The fees are based on 3 ordinary hours of work and are provided as a general guide only. Members should consider performing a review in order to more accurately assess costs related to the attendance of employees at race meetings.

Race meetings Monday to Saturday	\$115
Race meetings Public Holiday, Sunday & Night	\$160

Training Fees

The ATA has reviewed the recommended daily training fees as a result of the new Wage Rates effective 1 July 2016. Members should also consider reviewing their training fees to evaluate if any adjustment is required accordingly.

New South Wales	\$125.00
South Australia	\$110.00
Victoria	\$122.00
Queensland	\$118.00
Tasmania	\$108.00
Western Australia	\$114.00

Training Fees Per Day (Exclusive of GST)

WAGE RATES

Horse & Greyhound Training Award 2010 (HGTA)

Effective
1 JULY 2016

EMPLOYEE INFORMATION

- ♦ Wage Rates
- ♦ Allowances
- ♦ Racecourse Attendance Fees

TRAINER INFORMATION

- ♦ Recommended Race Meeting Attendance Fees
- ♦ Recommended Training Fees



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**AUSTRALIAN TRAINERS' ASSOCIATION
FEDERAL BRANCH (ATA)**

ABN 86 182 142 206

**STATEMENT OF COMPREHENSIVE INCOME
AS AT 30 JUNE 2016**

	2016 \$	2015 \$
INCOME		
Membership Subscriptions	152,673	165,691
Membership Other Income	131,601	133,703
Sponsorship & Marketing Income	121,621	115,901
Administration Fees	320,532	297,350
Rental Income	84,000	84,000
	810,427	796,645
OTHER INCOME		
Paget Distribution & Interest Received	580,229	370,097
Sundry / Other Income	1,994	18,653
	582,223	388,750
TOTAL INCOME	1,392,650	1,185,395
EXPENDITURE		
Administration & Operational	257,146	252,244
Auditor's Remuneration	23,875	14,450
Depreciation	28,960	32,269
Employee Expenses	854,143	966,923
Honorarium	2,000	2,000
Membership Expenses	134,935	314,385
Taxation	29,395	34,172
TOTAL EXPENSES	1,330,454	1,616,443
OTHER COMPREHENSIVE INCOME		
Gain on revaluation of investment property	-	-
SURPLUS/(LOSS) FOR THE YEAR	62,196	(431,048)

Note:

This Statement of Comprehensive Income is an abridged version summarising the audited financial statements of the ATA for the year ended 30 June 2016. A full version of the audited financial statements is available to members upon request from the ATA Federal Office.



* * * * *

4 May 2016

Tabcorp and ATA extend partnership

Tabcorp and the Australian Trainers Association (ATA) have today announced an extension and upgrade to their sponsorship agreement.

The partnership between Australia's leading wagering operator and the principal and official representative organisation for the country's horse trainers first came to fruition in 2014.

The new agreement will see Tabcorp partner with the ATA on a number of new raceday initiatives in 2016 including supporting the **TAB/ATA Celebrate Women Trainers Handicap** at Flemington this weekend. The partnership also includes sponsorship of:

- The Australian Trainers' Trust, including a significant donation from Tabcorp;
- The "...proudly ATA" 50th year of operation initiative; and
- The ATA's Pride of Country Regions initiative.

In addition to the new arrangements, Tabcorp will continue to be the ATA's exclusive sponsor and official wagering partner and have a major presence on all ATA communication channels.

Tabcorp's Chief Operating Officer – Wagering and Media, Craig Nugent said the new agreement is a natural fit for Tabcorp.

"This is the third year of our partnership with the ATA. We're proud to support racing industry participants," Mr Nugent said.

"Our first sponsorship initiative under the new agreement is the TAB/ATA Celebrate Women Trainers Handicap at Flemington this Saturday. This closely aligns with Tabcorp's own gender diversity values and is a great fit."

Andrew Nicholl, Chief Executive, Australian Trainers Association said the Association was extremely pleased to announce the renewal of its national partnership with Tabcorp.

"As Australia's largest and most important wagering organisation, Tabcorp's returns to the racing industry underpin the funding for everything from prize money for trainers, owners and jockeys, to racing infrastructure, integrity, administration and all of racing's operations," Mr Nicholl said.

"Tabcorp's role should not be taken for granted. We look forward to working together to drive benefit for our members, Tabcorp and the racing industry in general."

About Tabcorp

Tabcorp is one of the world's largest publicly listed gambling companies and one of the largest wagering operators by revenue. Tabcorp returned more than \$770 million to the racing industry in FY16.

Tabcorp employs more than 3,000 people. In November 2015, the company was recognised by the Federal Government's Workplace Gender Equality Agency as an 'Employer of Choice for Gender Equality', the only company in the gambling entertainment industry to make the list.

For more information:

Rebecca Ludbrook, Corporate Affairs Advisor, 03 9868 2367

Media Release



RACING SEASON 2015/2016 FACT BOOK



www.racingaustralia.horse
A GUIDE TO THE THOROUGHBRED INDUSTRY IN AUSTRALIA
Racing Season 1st August 2015 - 31st July 2016

CONTENTS

Australian Thoroughbred Racing Structure	4
Key Statistics - 2015/16	8
Australian Stakes Races	10
Group & Listed Races	11
Group One Winners - 2015/16	12
Prizemoney Earners	13
Racehorse of the Year	15
Melbourne Cup	16
Golden Slipper	19
Leading Trainers & Jockeys in Australia	20
Course Records around Australian States	22
Breeding Statistics	28
Breeding Distribution in Australia	30
Australia's Leading Sires	32
Protected Thoroughbred Horse Names	38
Australian Registrations	40
Australian Ownership & Syndication	42
Australian Sales Results	46
Australian Imports & Exports	49
Industry Trends	52
Prizemoney Trends	53
Australian Racing Trends	54
Starting Trends	55
Australian Classifications	58
Australian Thoroughbred Wagering Turnover	64
Other Forms of Gambling	68
Gambling Turnover	69

AUSTRALIAN THOROUGHBRED WAGERING TURNOVER

TABLE 73. THOROUGHBRED WAGERING TURNOVER 2015/16

Wagering Form	NSW (\$M)	VIC (\$M)	QLD (\$M)	SA (\$M)	WA (\$M)	TAS (\$M)	ACT (\$M)	NT (\$M)	Total (\$M)
TAB On Course	162.56	137.47	31.54	11.96	35.62	2.20	2.16	7.70	391.21
Retail	1,414.54	1,013.66	557.16	205.46	448.69	58.35	49.28	38.85	3,785.99
Phone	79.33	119.65	79.60	17.88	18.71	7.96	1.95	2.51	327.59
Internet	554.02	568.56	170.85	35.97	373.19	43.98	33.59	11.79	1,791.95
Total Off Course	2,047.89	1,701.87	807.61	259.31	840.59	110.29	84.82	53.15	5,905.53
Total Pari-Mutuel	2,210.45	1,839.34	839.15	271.27	876.21	112.49	86.98	60.85	6,296.74
Fixed Odds	1,211.00	832.94	781.22	203.86	267.61	129.37	18.57	64.52	3,509.09
Total TAB	3,421.45	2,672.28	1,620.37	475.13	1,143.82	241.86	105.55	125.37	9,805.83
Total Bookmakers	519.14	127.10	39.65	29.04	28.30	0.93	12.12	5,156.22	5,912.50
TOTAL WAGERING	3,940.59	2,799.38	1,660.02	504.17	1,172.12	242.79	117.67	5,281.59	15,718.33

TABLE 74. NEW SOUTH WALES THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	436.66	405.24	337.11	283.87	206.18	199.54	162.56
Retail	2,256.96	2,048.53	1,871.61	1,749.67	1,628.21	1,521.23	1,414.54
Phone	244.69	200.92	170.45	141.53	114.67	92.34	79.33
Internet	397.74	406.73	440.73	452.54	466.28	524.26	554.02
Total Off Course	2,899.39	2,656.18	2,482.79	2,343.74	2,209.16	2,137.83	2,047.89
Total Pari-Mutuel	3,336.05	3,061.42	2,819.90	2,627.61	2,415.34	2,337.37	2,210.45
Fixed Odds	75.84	274.56	625.09	765.09	909.36	1,019.00	1,211.00
Total TAB	3,411.89	3,335.98	3,444.99	3,392.70	3,324.70	3,356.37	3,421.45
Total Bookmakers	438.99	306.10	218.63	435.94	203.64	298.60	519.14
TOTAL WAGERING	3,850.88	3,642.08	3,663.62	3,828.64	3,528.34	3,654.97	3,940.59

TABLE 75. VICTORIAN THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	375.41	348.53	317.95	335.20	222.55	206.17	137.47
Retail	1,558.28	1,456.97	1,389.90	1,291.54	1,176.53	1,105.92	1,013.66
Phone	321.91	271.90	240.03	201.20	163.66	138.58	119.65
Internet	326.61	355.83	376.27	433.58	484.59	547.77	568.56
Total Off Course	2,206.80	2,084.70	2,006.20	1,926.32	1,824.78	1,792.27	1,701.87
Total Pari-Mutuel	2,582.21	2,433.23	2,324.15	2,261.52	2,047.33	1,998.44	1,839.34
Fixed Odds	232.55	358.79	464.34	531.61	615.46	712.57	832.94
Total TAB	2,814.76	2,792.02	2,788.49	2,793.13	2,662.79	2,711.01	2,672.28
Total Bookmakers	304.72	315.35	491.12	373.23	164.77	150.72	127.10
TOTAL WAGERING	3,119.48	3,107.37	3,279.61	3,166.36	2,827.56	2,861.73	2,799.38

TABLE 76. QUEENSLAND THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	73.85	64.31	56.51	50.67	42.90	34.58	31.54
Retail	1,067.85	902.53	824.71	759.84	698.29	635.22	557.16
Phone	207.70	175.85	151.73	129.75	110.61	94.74	79.60
Internet	141.97	126.91	137.22	159.63	164.33	169.11	170.85
Total Off Course	1,417.52	1,205.29	1,113.66	1,049.22	973.23	899.07	807.61
Total Pari-Mutuel	1,491.37	1,269.60	1,170.17	1,099.89	1,016.13	933.65	839.15
Fixed Odds	168.24	413.28	533.50	591.99	636.41	679.80	781.22
Total TAB	1,659.61	1,682.88	1,703.67	1,691.88	1,652.54	1,613.45	1,620.37
Total Bookmakers	157.68	164.32	95.21	85.59	84.66	72.70	39.65
TOTAL WAGERING	1,817.29	1,847.20	1,798.88	1,777.47	1,737.20	1,686.15	1,660.02

TABLE 77. SOUTH AUSTRALIAN THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	22.51	22.30	22.28	16.07	13.39	12.33	11.96
Retail	362.61	321.35	288.82	264.01	247.45	228.52	205.46
Phone	43.96	35.94	32.33	25.97	23.09	20.76	17.88
Internet	62.58	88.35	70.54	29.86	31.93	34.30	35.97
Total Off Course	469.15	445.64	391.69	319.84	302.47	283.58	259.31
Total Pari-Mutuel	491.66	467.94	413.97	335.91	315.86	295.91	271.27
Fixed Odds	36.11	89.74	120.70	142.69	161.55	177.52	203.86
Total TAB	527.77	557.68	534.67	478.60	477.41	473.43	475.13
Total Bookmakers	49.19	57.74	29.82	11.38	10.04	17.11	29.04
TOTAL WAGERING	576.96	615.42	564.49	489.98	487.45	490.54	504.17

TABLE 78. WESTERN AUSTRALIAN THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	64.46	57.18	59.43	54.17	47.93	45.68	35.62
Retail	642.14	617.36	625.24	614.91	554.95	513.69	448.69
Phone	48.12	43.24	40.24	37.17	28.54	22.74	18.71
Internet	98.76	155.49	193.44	244.01	277.78	312.90	373.19
Total Off Course	789.02	816.09	858.92	896.09	861.27	849.33	840.59
Total Pari-Mutuel	853.48	873.27	918.35	950.26	909.20	895.01	876.21
Fixed Odds	43.86	46.49	54.49	83.00	171.17	221.04	267.61
Total TAB	897.34	919.76	972.84	1,033.26	1,080.37	1,116.05	1,143.82
Total Bookmakers	76.56	72.42	50.79	40.83	-	28.50	28.30
TOTAL WAGERING	973.90	992.18	1,023.63	1,074.09	1,080.37	1,144.55	1,172.12

AUSTRALIAN THOROUGHBRED WAGERING TURNOVER

TABLE 79. TASMANIAN THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	5.85	5.71	4.98	3.29	2.88	2.69	2.20
Retail	110.31	105.93	97.16	75.66	71.98	65.86	58.35
Phone	22.31	20.52	16.60	9.46	8.41	7.51	7.96
Internet	366.61	529.38	441.14	35.82	38.70	40.00	43.98
Total Off Course	499.23	655.83	554.90	120.94	119.09	113.37	110.29
Total Pari-Mutuel	505.08	661.54	559.88	124.23	121.97	116.06	112.49
Fixed Odds	4.66	4.42	13.00	46.44	71.99	100.35	129.37
Total TAB	509.74	665.96	572.88	170.67	193.96	216.41	241.86
Total Bookmakers	1.08	1.43	1.28	1.04	-	0.80	0.93
TOTAL WAGERING	510.82	667.39	574.16	171.71	193.96	217.21	242.79

TABLE 80. ACT THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	2.56	2.52	2.19	2.47	2.47	2.47	2.16
Retail	78.27	74.46	76.77	64.09	52.49	50.98	49.28
Phone	6.17	5.12	4.06	3.81	3.15	3.13	1.95
Internet	37.08	36.99	30.40	36.61	43.35	46.30	33.59
Total Off Course	121.52	116.57	111.23	104.51	98.99	100.41	84.81
Total Pari-Mutuel	124.08	119.09	113.42	106.98	101.46	102.88	86.97
Fixed Odds	2.77	2.93	4.87	6.93	13.46	11.89	18.57
Total TAB	126.85	122.02	118.29	113.91	114.92	114.77	105.54
Total Bookmakers	34.69	42.99	8.23	8.70	-	11.89	12.12
TOTAL WAGERING	161.54	165.01	126.52	122.61	114.92	126.66	117.66

TABLE 81. NT THOROUGHBRED WAGERING TURNOVER 2009/10 – 2015/16

Wagering Form	2009/10 (\$M)	2010/11 (\$M)	2011/12 (\$M)	2012/13 (\$M)	2013/14 (\$M)	2014/15 (\$M)	2015/16 (\$M)
TAB On Course	13.67	12.60	13.24	12.90	12.65	11.82	7.70
Retail	67.11	59.80	52.38	50.49	49.34	45.54	38.85
Phone	6.09	4.89	5.34	4.43	3.81	3.24	2.51
Internet	19.98	12.28	13.72	11.86	11.65	11.28	11.79
Total Off Course	93.18	76.97	71.44	66.78	64.80	60.06	53.15
Total Pari-Mutuel	106.85	89.57	84.68	79.68	77.45	71.88	60.85
Fixed Odds	17.10	48.67	52.13	59.63	64.77	64.77	64.52
Total TAB	123.95	138.24	136.81	139.31	142.22	136.65	125.37
Total Bookmakers	11.34	10.51	9.88	8.37	-	4.05	5,156.22
TOTAL WAGERING	135.29	148.75	146.69	147.68	142.22	140.70	5,281.59

Note: Bookmaker phone and Internet splits have been estimated based on total phone and Internet figures

TABLE 82. THOROUGHBRED WAGERING TURNOVER 1998/1999 – 2015/16

Year	Tote On Course (\$M)	TAB Retail (\$M)	TAB Phone & Internet (\$M)	Fixed Odds	Total TAB (\$M)	Total Bookmakers (\$M)	Total Wagering (\$M)
2015/16	391.21	3,785.99	2,119.54	3,509.09	9,805.83	5,912.50	15,718.33
2014/15	515.28	4,166.96	2,068.96	2,986.94	9,738.14	6,143.02	15,881.16
2013/14	550.95	4,479.24	1,974.55	2,644.17	9,648.93	5,949.79	15,598.72
2012/13	758.64	4,870.21	1,957.23	2,227.38	9,813.46	4,648.21	14,461.67
2011/12	813.69	5,226.59	2,364.24	1,868.12	10,272.65	4,103.84	14,376.49
2010/11	918.39	5,586.93	2,470.34	1,238.88	10,214.54	4,173.26	14,387.80
2009/10	994.97	6,143.53	2,352.28	581.13	10,071.91	4,323.39	14,395.30
2008/09	848.47	6,601.70	2,278.97	167.55	9,896.69	4,536.46	14,433.15
2007/08	704.50	6,234.40	2,015.40	97.10	9,051.40	3,907.33	12,958.73
2006/07	703.23	6,610.70	1,948.00	80.40	9,342.33	3,747.60	13,089.93
2005/06	584.51	6,386.00	1,754.00	68.30	8,792.81	2,881.55	11,674.36
2004/05	589.20	6,396.80	1,722.40	55.60	8,764.00	2,936.60	11,700.60
2003/04	591.63	6,167.20	1,602.89	46.50	8,408.23	2,742.16	11,150.39
2002/03	601.30	5,964.00	1,524.00	-	8,089.30	2,434.79	10,524.09
2001/02	560.00	6,235.00	1,026.07	-	7,821.07	1,842.00	9,663.07
2000/01	572.00	6,490.00	1,079.00	-	8,141.00	1,399.00	9,540.00
1999/00	612.00	6,897.00	-	-	7,509.00	1,467.00	8,976.00
1998/99	575.00	6,667.00	-	-	7,242.00	1,435.00	8,677.00

TABLE 83. ALL CODES PARI-MUTUEL BET TYPE DISTRIBUTION (\$) IN 2015/16

Bet Type	NSW (\$M)	VIC (\$M)	QLD (\$M)	SA (\$M)	WA (\$M)	TAS (\$M)	ACT (\$M)	NT (\$M)	Australia (\$M)
WIN	1,483.52	996.7	372.01	132.1	543.78	69.21	48.05	33.24	3,678.61
PLACE	449.51	351.52	154.75	50.52	211.49	27.81	14.5	9.48	1,269.58
QUINELLA	231.07	153.72	66.47	22.45	56.4	13.19	7.24	4.34	554.88
EXACTA	96.69	86.37	41.22	14.57	41.76	5.88	2.52	2.76	291.77
DOUBLES	63.48	104.94	22.35	8.41	15.45	5.07	4.04	0.75	224.49
TRIFECTA	473.35	438.08	292.56	96.94	370.57	32.42	22.7	22.26	1,748.88
FIRST FOUR	284.88	306.67	72.6	17.73	230.9	7.04	6.38	6.4	932.6
QUADRELLA	109.1	254.71	61.59	17.76	59.11	7.9	7.04	3.35	520.56
OTHER	32.85	27.59	61.8	19.88	12.21	3.9	0.56	1.65	160.44
Total TAB	3,224.45	2,720.30	1,145.35	380.36	1,541.67	172.42	113.03	84.23	9,381.81

Note: Not Including Fixed Odds

Other includes Big 6, Duet, Triwin, Treble, Favourite numbers etc

CHART 13. PARI-MUTUEL BET TYPE

