

**AWU JOBSKILLS TRAINEE LIFE BE IN
IT AGREEMENT 1994**

No. AG 49 of 1994

1 - TITLE

This agreement shall be referred to as the AWU Jobskills Trainee Life Be In It Agreement 1994.

2 - ARRANGEMENT

SUBJECT MATTER	CLAUSE
Application	4
Arrangement	2
Definition	3
Jobskills Trainee	6
No Precedent	7
Parties Bound	5
Reservation	8
Title	1
Appendix - Resolution of Disputes Requirement	

3 - DEFINITION

A Jobskills Trainee is an employee who is employed under the following conditions.

4 - APPLICATION

This Agreement applies to Life Be In It employees under the Jobskills programme and, insofar as the terms of this Agreement vary from the terms of the Horticultural (Nursery) Award, Landscape Gardening Award, and the Farm Workers Award, otherwise applying to the respondent, (the primary Award) the terms of this Agreement shall prevail. In all other respects the terms of the primary Award shall continue to operate.

5 - PARTIES BOUND

This Agreement shall be binding on the respondents named in Appendix A hereto in respect of Jobskills Trainees and on the AWU, WA Branch, Industrial Union of Workers'.

6 - JOBSKILLS TRAINEE

Training Conditions

- a) i] A Jobskills trainee shall attend approved on and off-the-job training prescribed in the relevant training Agreement, or as notified to the Jobskills trainee by the employer or Agent.

- ii] Jobskills trainees will receive over a period of up to 26 weeks a mix of supervised work experience, structured training on-the-job and off-the-job and the opportunity to develop and practice new skills in a work environment.
- iii] Jobskills trainees may only be engaged by employers to undertake activities under the Jobskills programme guidelines. The employer shall ensure that the Jobskills trainee is permitted to attend the prescribed off-the-job training and is provided with appropriate on-the-job training.
- iv] The employer shall provide an appropriate level of supervision in accordance with the approved training plan.

Employment Conditions

- b)
 - i] Jobskills trainees shall be engaged in addition to existing staff levels. Positions normally held by permanent employees shall not be filled by Jobskills trainees.
 - ii] Jobskills trainees shall be engaged for a period of up to 26 weeks as full time employees.
 - iii] Jobskills trainees are permitted to be absent from work without loss of continuity of employment to attend off-the-job training in accordance with the training plan. However, except for absences provided under the primary Award failure to attend for work or training without an acceptable cause will result in loss of pay for the period of absence.
 - iv] Overtime and shiftwork shall not be worked by Jobskills trainees except to enable the requirements of the training plan to be affected. When overtime and shiftwork are worked the relevant penalties and allowances of the primary Award, based on the trainee wage, will apply. No Jobskills trainee shall work overtime on their own.
 - v] The Union shall be afforded reasonable access to Jobskills trainees for the purposes of explaining the role and functions of the Union and enrolment of the trainee as a member.

Provided that nothing in this subclause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this subclause, unless the employer is the employer or former employer of a member of the Union.

Training allowance

- c) The weekly Training Allowance payable to Jobskills trainees shall be \$300.00. It is the rate for all purposes of the Agreement and takes account of the range and extent of training provided.

This agreement represents a compromise on the part of all parties and will not be used as a precedent in proceedings before industrial tribunals.

8 - RESERVATION

- a) The parties to this Agreement reserve the right to seek its variation or revocation if circumstances develop in the operation of the Jobskills programme which adversely affect their interests of their members to the extent that variation or revocation is warranted. The operation of this Agreement is subject to review three months prior to expiration of this agreement.
- b) This Order shall come into force from the beginning of the first pay period to commence on or after 25 August 1994 and shall continue in force for a period of two years, or until the Jobskills programme may be wound up.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
 - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
 - (b)
 - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
 - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

THIS AGREEMENT IS SIGNED BY:

ON BEHALF OF JOBSKILLS PROFILE (WA) PTY LTD

(signed by D.L. Trobe)
Denise Lynn Trobe

(Common Seal affixed)

(signed by G.M. Perkins)
Geoffrey Michael Perkins

**SIGNED ON BEHALF OF THE AUSTRALIAN WORKERS' UNION, INDUSTRIAL
UNION OF WORKERS, WESTERN AUSTRALIAN BRANCH BY:**

RALPH BLEWITT
(Name please print)

(signed by R. Blewitt)
(Signature)

(Seal affixed)

STEPHEN BOOTH
(Witness please print)

(signed by Stephen Booth)
(Witness signature)

Dated this 16th day of Sept 1994

VARIATION RECORD

AWU JOBSKILLS TRAINEE LIFE BE IN IT AGREEMENT 1994

NO. AG 49 OF 1994

Delivered 21/09/94 at 74 WAIG 2342.
Consolidated at

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title	as delivered	AG49/94	25/08/94	74 WAIG2342
2. Arrangement	as delivered	AG49/94	25/08/94	74 WAIG2342
	Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG2768
3. Definition	as delivered	AG49/94	25/08/94	74 WAIG2342
4. Application	as delivered	AG49/94	25/08/94	74 WAIG2342
5. Parties Bound	as delivered	AG49/94	25/08/94	74 WAIG2342
6. Jobskills Trainee	as delivered	AG49/94	25/08/94	74 WAIG2342
	Ins.Text	2053(1)/97	22/11/97	77 WAIG3138
7. No Precedent	as delivered	AG49/94	25/08/94	74 WAIG2342
8. Reservation	as delivered	AG49/94	25/08/94	74 WAIG2342
Appendix - Resolution of Disputes Requirement				
	Ins. Appendix	693/96	16/07/96	76 WAIG2768
	(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG3079