

AWU National Training Wage (Agriculture) Award 1994

1. - TITLE

This Award shall be known as the AWU National Training Wage (Agriculture) Award 1994.

2. - ARRANGEMENT

This Award shall be arranged as follows:

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3. - PARTIES BOUND

This Award shall be binding on:

- (1) The Australian Workers' Union, W.A. Branch, Industrial Union of Workers.
- (2) All employees eligible to be members of the Union listed in Schedule A of this Award who are employed by -
 - (a) employers; or
 - (b) members of organisations of employerslisted in Schedule B - Employers & Employer Organisations Respondent, of this Award; and
- (3) The employers, and employer organisations, listed in Schedule B - Employers & Employer Organisations Respondent, of this Award and members of such organisations of employers.

4. - APPLICATION

- (1) Subject to subclause (2) of this clause this Award shall apply to persons:
 - (a) who are undertaking a Traineeship (as defined); and

- (b) who are employed by an employer bound by this Award or employed by a member of an employer organisation bound by this Award; and
- (c) whose employment is, or otherwise would be, covered by an Award which also:
 - (i) binds the employer or an organisation of which the employer is a member; and
 - (ii) binds a union which is a party to this Award and in respect of which the person is a member or is eligible for membership.
- (2) Notwithstanding the foregoing, this Award shall not apply to employees who were employed by an employer bound by this Award prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the relevant union(s).
- (3) This Award does not apply to the Apprenticeship system.
- (4) At the conclusion of the traineeship, this Award ceases to apply to the employment of the Trainee and the relevant award shall apply to the former trainee.

5. - OBJECTIVES

The objective of this Award is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those people who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by Trainees. Except as provided for in Clause 6. - Supersession of this Award, nothing in this Award shall be taken to replace the prescription of training requirements in the relevant award.

6. - SUPERSESSION

Any existing award provisions for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any employer bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the employer before the employer was bound by this Award.

7. - DEFINITIONS

" **Approved Training**" means training undertaken (both on or off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant State or Territory Training Authority or NETTFORCE. The training will be accredited and lead to qualifications as set out in subclause (5) of Clause 8. - Training Conditions of this Award.

" **Relevant Award**" means an award that applies to a Trainee, or that would have applied, but for the operation of this award.

" **Relevant Union**" means a union party to a relevant award and which is entitled to enrol the trainee as a member.

" **Trainee**" means an employee who is bound by a Traineeship Agreement made in accordance with this award.

" **Traineeship**" means a system of training which has been approved by the relevant State or Territory Training Authority, or which has been approved on an interim basis by the National Employment and Training Taskforce (NETTFORCE), until final approval is granted by the relevant State or Territory Training Authority.

" **Traineeship Agreement**" means an agreement made subject to the terms of this award between an Employer and the trainee for a Traineeship and which is registered with the relevant State or Territory Training Authority, NETTFORCE, or under the provisions of the appropriate State or Territory legislation. A Traineeship

Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

" **Traineeship Scheme**" means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise. A Traineeship Scheme shall not be given approval unless consultation and negotiation with the relevant union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme shall identify the relevant union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

" **Parties to a Traineeship Scheme**" means the employer organisation and/or the employer and the relevant union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

References in this award to " **the relevant State or Territory Training Authority or NETTFORCE**" shall be taken to be a reference to NETTFORCE in respect of a Traineeship that is the subject of an interim approval but not a final approval by the relevant State or Territory Training Authority. NETTFORCE powers and functions stipulated in this award may be circumscribed and/or delegated by the terms of an agreement between NETTFORCE and a relevant State or Territory Training Authority made in accordance with Clause 12. - Restrictions of NETTFORCE Functions, of this Award.

8. - TRAINING CONDITIONS

- (1) The Trainee shall attend an approved training course or training program prescribed in the Traineeship Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes; or NETTFORCE if the Traineeship Scheme remains subject to interim approval.
- (2) A Traineeship shall not commence until the relevant Traineeship Agreement made in accordance with a Traineeship Scheme, has been signed by the employer and the trainee and lodged for registration with the relevant State or Territory Training Authority or NETTFORCE, provided that if the Traineeship Agreement is not in a standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant State or Territory Training Authority or NETTFORCE. The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (3) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- (4) The employer agrees that the overall training program will be monitored by officers of the relevant State or Territory Training Authority or NETTFORCE and that training records or work books may be utilised as part of this monitoring process.
- (5) Training shall be directed at:
 - (a) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (b) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Vocational Certificate Level 2 qualification or above.

9. - EMPLOYMENT CONDITIONS

- (1) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State or Territory Training Authority or NETTFORCE, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- (2) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned in accordance with the Traineeship Agreement and subsequently to the relevant State or Territory Training Authority or NETTFORCE. The written notice to be provided to the relevant State or Territory Training Authority or NETTFORCE shall be provided within five working days of the termination.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the relevant State or Territory Training Authority or NETTFORCE of their decision.
- (3) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (4) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship shall be counted as service for the purposes of any relevant Award or any other legislative entitlements.
- (5)
 - (a) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
 - (b) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the relevant Award.
 - (c) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (d) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant award, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the relevant award makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
- (6) All other terms and conditions of the relevant award(s) that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
- (7) A Trainee who fails to either complete the traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.
- (8) The right to entry provisions contained in the relevant award shall apply to the parties bound by this award.

10. - WAGES

- (1)
 - (a) The weekly wages payable to Trainees shall be as provided in paragraphs (d), (e) and (f) of this sub-clause.
 - (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.

- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) **Industry/Skill Level A:** Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level A

HIGHEST YEAR OF SCHOOLING			
School Leaver	Year 10	Year 11	Year 12
	\$	\$	\$
	148.00 (50%)*173.00 (33%)	183.00 (33%)206.00 (25%)	254.00
plus 1 year out of school	206.00	254.00	294.00
plus 2 years	254.00	294.00	342.00
plus 3 years	294.00	342.00	392.00
plus 4 years	342.00	392.00	
plus 5 years/more	392.00		

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (e) **Industry/Skill Level B:** Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level B.

HIGHEST YEAR OF SCHOOLING			
School Leaver	Year 10	Year 11	Year 12
	\$	\$	\$
	148.00 (50%)*173.00 (33%)	183.00 (33%)206.00 (25%)	244.00
plus 1 year out of school	206.00	244.00	279.00
plus 2 years	244.00	279.00	327.00
plus 3 years	279.00	327.00	374.00
plus 4 years	327.00	374.00	
plus 5 years/more	374.00		

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (f) **Industry/Skill Level C:** Where accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/level C.

HIGHEST YEAR OF SCHOOLING			
School Leaver	Year 10	Year 11	Year 12
	\$	\$	\$
	148.00 (50%)*173.00 (33%)	183.00 (33%)206.00 (25%)	232.00
plus 1 year out of school	206.00	232.00	261.00
plus 2 years	232.00	261.00	293.00
plus 3 years	261.00	293.00	329.00
plus 4 years	293.00	329.00	
plus 5 years/more	329.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle.

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

- (2) Schedule C - Industry/Skill Levels of this Award sets out the industry/skill level of an approved Traineeship. The industry skill levels contained in Schedule C - Industry/Skill Levels of this Award are prima facie the appropriate levels but are not determinative of the actual skill levels (i.e. Skill Level A, B, or C) that may be contained in a Traineeship Scheme. The determination of the appropriate skill level shall be made by NETTFORCE based on the following criteria:
- (a) Any agreement of the parties.
 - (b) The nature of the industry.
 - (c) The total training plan.
 - (d) Recognition that training can be undertaken in stages.
 - (e) The exit skill level in the relevant award contemplated by the Traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the award to seek to have the matters in dispute determined by the Commission.

- (3) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
- (a) include any period of schooling beyond Year 10 which was not part of nor contributed 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.

11. - SPECIAL ARRANGEMENTS

The wage rates contained in this Award are minimum rates. Subject to the foregoing, the Western Australian Industrial Relations Commission shall be requested to determine the appropriate wage rates for any Traineeship not regarded by the parties or any of them as appropriately covered by this Award.

12. - RESTRICTIONS OF NETTFORCE FUNCTIONS

- (1) The powers and functions of NETTFORCE contained in this Award shall only be restricted in Western Australia if the State is listed in Schedule D - States Within Which Nettforce's Functions Are Restricted, of this Award.
- (2) Western Australia shall not be listed in Schedule D - States Within Which Nettforce's Functions Are Restricted, of this Award unless an agreement between NETTFORCE and the relevant State Training Authority is in place. Such agreement must stipulate within its terms the agreed restrictions upon NETTFORCE's powers and functions.
- (3) No agreement shall be reached in accordance with this clause unless it contains an express requirement that an employer of trainees in Western Australia, if listed in Schedule D - States Within Which Nettforce's Functions Are Restricted, of this Award (being an employer not bound by this Award in accordance with Clause 3. -Parties Bound, of this Award) shall engage trainees pursuant to the terms of an equivalent State Award.
- (4) In this clause "equivalent State award" means an award or order having the effect of a common rule award (or an order having an equivalent effect to a common rule award) which requires the parties bound by it to apply no lesser terms and conditions than those contained within this Award.

13. - DURATION

This order shall come into force from the first pay period to commence on or after the 25th day of October 1995 and shall continue in force for a period of 12 months.

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..

SCHEDULE A - ORGANISATION OF EMPLOYEES RESPONDENT

The Australian Workers' Union, West Australian Branch, Industrial Union of Workers
PO Box 8122
Perth Business Centre
PERTH WA 6849

SCHEDULE B - EMPLOYERS & EMPLOYER ORGANISATIONS RESPONDENT

GENERAL

W.A. Farmers Federation (Inc)
239 Adelaide Terrace
PERTH WA 6000

The Pastoral and Graziers Association of W.A. (Inc)
277 Great Eastern Highway
BELMONT WA 6104

FARM WORKERS

David Blair,
DOODLAKINE WA 6411

Norman Payne
MORAWA WA 6623

FRUIT GROWING & PACKING

Sumich Group Ltd,
Mandogalup Road
MANDOGALUP WA 6167

Westralian Fruit Exports Pty Ltd,
Capel Road
DONNYBROOK WA 6239

D.E. Yates,
PO Box 40
CAPEL WA 6271

HORTICULTURE

Gladalan Nursery,
Gray Road
ARMADALE WA 6112

Adrians Nursery,
Thomas Road
JANDAKOT WA 6164

WINERIES

Houghton Wines,
Stirling Road
PEMBERTON WA 6260

Orlando Wyndham Group Pty Ltd,
26 Twickenham Road
VICTORIA PARK WA 6100

GOLF LINKS & BOWLING GREENS

Mt Lawley Bowling Club
Rookwood Street
MT LAWLEY WA 6050

Pinjarra Bowling Club
Dickson Avenue

PINJARRA WA 6208

SCHEDULE C - INDUSTRY/SKILL LEVELS

Industry/Skill Level A

Office Clerical

Commonwealth and Territory Public Sector Clerical

State Public Sector Clerical

Local Government Clerical

Finance, Property and Business Services

Industry/Skill Level B

Wholesale and Retail

Recreation and Personal Services

Transport and Storage

Manufacturing

Industry/Skill Level C

Community Services and Health

Pastoral

Environmental

Wholesale and Retail - Vehicle Repair Services and Retail Sector

SCHEDULE D - STATES WITHIN WHICH NETTFORCE'S FUNCTIONS ARE RESTRICTED

Queensland

VARIATION RECORD

AWU National Training Wage (Agriculture) Award 1994

No. A 1 of 1995

Delivered 16/11/95 at 75 WAIG 3181

Consolidated

CLAUSE NO.	EXTENT VARIATION	OF	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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1. Title

(1A. Statement of Principles March 1996)

Ins. Cl.			1164/95	21/03/96	76 WAIG 911
Cl & Title			915/96	7/08/96	76 WAIG 3368

(1A. Statement of Principles - August 1996)

Cl & Title			940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl & Title			757/98	12/06/98	78 WAIG 2579
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(1A. Statement of Principles – June, 1998)

Del. Cl.			609/99	060/07/99	79 WAIG 1847
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2. Arrangement

Ins. 1A.			1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...			693/96	16/07/96	76 WAIG 2768
1A. Title			915/96	07/08/96	76 WAIG 3368

1A. Title	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A.	609/99	060/07/99	79 WAIG 1847

3. Parties Bound

4. Application

5. Objectives

6. Supersession

7. Definitions

8. Training Conditions

9. Employment Conditions

10. Wages

Cl	654/00	01/08/00	80 WAIG 3379
Cl. (Correction)	654/00	01/08/00	82 WAIG 1721 & 1748
Cl	752/01	01/08/01	81 WAIG 1721
Cl.(Correction)	752/01	01/08/02	82 WAIG 1721 & 1748
Cl.	569/03	5/06/03	83 WAIG 1899 & 1962

Cl	570/04	4/06/04	84 WAIG 1521 & 1569
Cl.	576/05	07/07/05	85 WAIG 2083 & 2141
Cl.	957/05	07/07/06	86 WAIG 1631 & 1692

11. Special Arrangements

12. Restrictions of NETTFORCE Functions

13. Duration

Appendix - Resolution of Disputes Requirement

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079

Schedule A - Organisation of Employees Respondent

Schedule B - Employers & Employer Organisations Respondent

Schedule C - Industry/Skill Levels

Schedule D - States Within Which NETTFORCE's Functions are Restricted