

**IN THE FAIR WORK COMMISSION**

**Matter No: AM2014/14**

***Fair Work Act 2009  
Section 156 - 4 yearly review of modern awards***

***(Manufacturing and Associated Industries and Occupations Award  
2010 and Ors.)***

**Submission in Reply**

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**Date:** 1 August, 2016

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1. The Australian Manufacturing Workers' Union (**AMWU**) makes this submission in accordance with the directions of 18 May 2016 and in response to the submission of the Australian Industry Group (**AiG**) on 17 June 2016.
2. The AMWU opposes the variations sought by AiG to the *Manufacturing and Associated Industries and Occupations Award 2010* (**Manufacturing Award**), the *Graphic Arts, Printing and Publishing Award 2010* (**Graphics Arts Award**) and the *Food, Beverage and Tobacco Manufacturing Award 2010* (**Food Award**).
3. The grounds for the AMWU's opposition to these variations is set out below.
4. Given that the AiG claim is effectively identical across all three Awards, the discussion below will refer to clause 32.5 of the *Manufacturing Award*. Except where specifically mentioned, this should be taken as applying or referring to the equivalent clauses in the *Graphic Arts Award* (clause 25.4) and the *Food Award* (clause 26.5).

#### **Jurisdictional Issues**

5. As noted in [2014] FWCFB 1788 (the Jurisdictional decision) at paragraph 23 (emphasis added):

[23] The Commission is obliged to ensure that modern awards, together with the NES, provide a fair and relevant minimum safety net taking into account, among other things, the need to ensure a 'stable' modern award system (s.134(1)(g)). The need for a 'stable' modern award system suggests that a party seeking to vary a modern award in the context of the Review must advance a merit argument in support of the proposed variation. The extent of such an argument will depend on the circumstances. We agree with ABI's submission that some proposed changes may be self evident and can be determined with little formality. However, where a significant change is proposed it must be supported by a submission which addresses the relevant legislative provisions and be accompanied by probative evidence properly directed to demonstrating the facts supporting the proposed variation.

6. The AMWU submits the change being sought by AiG is a significant one – it would strip trainees under the *Manufacturing Award* of any award entitlement to seek reimbursement for course fees, text books or travel expenses for the training set out in their training contract.
7. AiG has presented no witness evidence, no survey data or any other probative evidence, beyond a detailed history of the clause in question. This means that most of the assertions made in this submission are unsupported by any facts presented to the Commission, particularly in relation to the operation of the clause in practice.

## Operation of the current clause

8. Despite conclusive statements in paragraphs 14, 24 and 36 of their submission of 17 June, AiG has failed to show that clause 32.5 of the *Manufacturing Award* does not apply to trainees currently covered by the Award.
9. While clause 32.5 of the *Manufacturing Award* may have its origins as a clause to support a new classification structure in 1990, there is no doubt that its intent was to encourage the development of skills in the manufacturing industry.
10. It was in the context of economy and industry wide efforts to improve training and skills that the *National Training Wage Award 1994* was made. When that award was referred to in the *Metal, Engineering and Associated Industries Award 1998 (Metals Award)*, clause 5.2 (Training), a precursor to the current clause 32.5, was not specifically excluded from application to trainees, as required under clause 9 (f) in the *National Training Wage Award 1994*.
11. This is particularly important, as neither *the National Training Wage Award 1994* nor the *National Training Wage Award 2000* include any reference to payment for, or reimbursement of, course fees, text books or travel expenses for training set out in a training contract.
12. Given that clause 5.2 of the *Metals Award* was introduced specifically to ensure that training remained affordable, it seems incomprehensible that a class of employees that were undertaking training approved by their employer by definition should be excluded from its operation.
13. This was noted in paragraph 476 of [2013] FWCFB 5411 (**the Apprentice case**) (emphasis added).

“In respect to trainees there is an additional proviso in clause X.6.4, and that is “unless specifically varied by this schedule”. There is no specific provision about payment of course fees or travel costs in the NTWS. Therefore the only provisions which could apply are those which would otherwise be applicable under the award.”
14. As noted in the AMWU submission to the Apprentice case, there has been a long standing disagreement between the parties about the operation of the training costs clause, particularly in relation to travel expenses (paragraph 3.12, Attachment A).
15. The AMWU submits that decision in [2013] FWCFB 9295 (paragraphs 30-36) confirms that clause 32.5 of the *Manufacturing Award* currently applies to training undertaken by trainees regardless of whether or not that training takes place under a training contract.

## Industry Practice

16. The AMWU submits that it is industry practice that clause 32.5 applies to trainees.
17. This is contrary to the assertion of AiG at paragraph 43 of their submission, “that industry practice is that clause 32.5 does not apply to trainees.”
18. The standard National Apprenticeship/Trainee Training Contract (a copy of which has been provided at Attachment B) do not include a requirement that an employer pay for the course fees, text books and travel expenses for a trainee. They do require (page 3) that the employer agree that they will (emphasis added):

“f) meet all legal requirements regarding the apprentice/trainee, including but not limited to, occupational health and safety requirements and payment of wages and conditions under the relevant employment arrangements.”
19. However, AiG have provided no evidence that trainees covered by the *Manufacturing Award* currently do not receive reimbursement for course fees, text books or travel expenses.
20. In paragraph 8 of his statement (Attachment C) Mr Ian Curry stated that “*It is my consistent experience that the costs associated with payment of course fees, text books and travel expenses for training undertaken under a training contract are overwhelmingly borne by employers.*”
21. He also provides a letter from the South Australian Minister for Education, Training and Further Education (Attachment E), which indicates that it is the intention of the State Government that employers should bare the cost associated with training fees, rather than those costs being bore by trainees themselves.
22. Given that there is nothing in a training contract that would require an employer to reimburse trainees for course fees, text books and travel expenses, any payment for these items must arise through an award obligation to do so.
23. As such, AiG’s assertion that it is “industry practice” that clause 32.5 of the *Manufacturing Award* does not apply to trainees in practice is without basis in fact.
24. Given the lack of any evidence provided by AiG to support this claim, it should be inferred by the Commission that it is because no supporting evidence exists. This is particularly relevant given the requirement under the Jurisdictional decision that AiG must provide “probative evidence properly directed to demonstrating the facts supporting the proposed variation.”

25. Further, as per *Jones v Dunkel (1959) 101 CLR 298*, it would be open to the Commission to conclude that the reason no witness evidence was presented to support the AiG claim that the application of clause 32.5 to trainees is not industry practice is because that evidence would be harmful to the case they are attempting to make.
26. This would be reasonable, given AiG's access to a large number of employers that engage trainees who should be, according to the claims made by AiG, be able to inform the Commission that their trainees are required to pay their own course fees, text books and travel expenses.
27. The evidence presented by the AMWU shows that trainees covered by the *Manufacturing Award* are currently being reimbursed for their course fees, text books and travel expenses by their employers.
28. This shows that the application of clause 32.5 to trainees for training undertaken under their training contracts is custom and practice in the manufacturing industry.

#### **Effect of the AiG variation**

29. Should the Commission grant the AiG variations to exclude trainees from the operation of clause 32.5 for training undertaken under a training contract, there would be no section of the *Manufacturing Award* that would provide an entitlement for the reimbursement for course fees, text books and travel expenses for trainees in those circumstances.
30. As such, the direct impact of the variation sought by AiG is that trainees would have their existing entitlement under their award for reimbursement for course fees, text books and travel expenses associated with their training contracts removed.

#### **Impact on trainees**

31. The AMWU submits that the removal of award entitlement for reimbursement of course fees, text books and travel expenses is not consistent with s.134(1)(a).
32. As highlighted in the AMWU submission to the Apprentices case (and summarised at paragraph 3.14, Attachment A) trainees and apprentices struggle to pay up front fees and are not fully reimbursed when released for training.
33. A follow up survey of 239 AMWU apprenticeship members in 2015 (Attachment D) highlights that, despite the changes to the Award following the Apprentice case, many of these same problems still exist, particularly in relation to travel expenses.

34. The results show that for 55.9% of respondents travel expenses were 'important' or 'very important'. This is reflected in the findings that apprentices spend nearly as much on car and related costs (\$241.40) as they do in housing and related costs (\$276.59).
35. At the moment, apprentices have a separate provision for the payment of travel expenses, set out in the *Manufacturing Award* at clause 15.11(c). This provides a lower standard of reimbursement for expenses than enjoyed by trainees under clause 32.5.
36. Given the survey evidence about the lack of appropriate reimbursement for apprentices – who do have an inferior award entitlement to reimbursement for travel expenses – the AiG variation, which would leave trainees without any award entitlement for reimbursement of travel expenses, would leave many trainees significantly worse off.
37. The variation would leave trainees, many of whom are young and have little workplace experience, without a relevant award safety net in relation to a very significant aspect of their employment – reimbursement for course fees, text books and travel expenses related to their training contract.

#### **Impact on Manufacturing Industry**

38. As it stands, all *Manufacturing Award* employees have an award entitlement for reimbursement for course fees, text books and travel expenses for training approved by their employer through clause 32.5.
39. This includes apprentices who have access to clause 32.5 for non-training contract related training. This supplements clause 15.11 which provides an entitlement in relation to training expenses related to their training contract.
40. If approved, the AiG variation would remove the award entitlement to reimbursement for course fees, text books and travel expenses for trainees for training related to their training contracts.
41. This would be the only type of training undertaken by an employee under the *Manufacturing Award* that is agreed by the employer for which an award entitlement for reimbursement for course fees, text books and travel expenses does not exist.
42. This has the potential to impact on employees, employers and the industry as it would undermine skills generation by discouraging employees from seeking to improve their skills and workplaces from developing more flexible workforces.
43. The variation sought by AiG fails to meet the modern award objectives, particularly s.134(1)(d) and s.134(1)(h), particularly in relation to the "efficient and productive performance of work." It is an established fact that

workplace training leads to increased workplace efficiency, productivity and flexibility. It is a necessary components of industry and economy-wide “sustainability, performance and competitiveness.”

44. The AiG proposal to shift the cost of course fees, text books and travel expenses onto trainees, would make it much harder to attract and retain trainees in the manufacturing industry, reducing the skills base and leading to poorer economic outcomes.

#### **AiG arguments against application of clause 32.5**

45. AiG has provided a laundry list of concerns with the operation of clause 32.5 (c) in paragraphs 58 and 60. They are all entirely unsubstantiated and without foundation in any facts presented to the Commission.
46. They argued in both paragraphs that paying trainees for travel expenses under clause 32.5 would hit businesses in rural and regional areas particularly hard, and that it would increase the cost to business of engaging a trainee. They did not, in either case, turn their mind to who would pay for the cost of attending training, if it were not the employer, nor the impact on trainees who live in rural and regional areas, if they are not able to seek reimbursement for travel expenses, as sought by AiG.
47. They raise concerns for youth unemployment and skills shortages, if businesses are discouraged from taking on trainees, but not the impact on youth unemployment and skills shortages if trainees are unable to afford the costs associated with maintaining a traineeship, unsupported by an award entitlement to reimbursement for course fees, text books or travel expenses.

#### **Conclusion**

48. AiG seeks to rely upon an assertion that clause 32.5 does not apply as an “industry standard” to trainees under the *Manufacturing Award*, the *Graphic Arts Award* and the *Food Award* has not been proven and is unsupported by any facts presented to the Commission.
49. The AMWU submits that AiG has failed to present a merit argument, as required by the Jurisdictional decision, sufficient to justify such a significant change to these awards which would leave many vulnerable workers worse off.
50. The variation sought by AiG fails to meet the modern award objectives, particularly s.134(1)(a), s.134(1)(d) and s.134(1)(h)
51. AiG has failed to make the case that its variation meet the modern award objectives s.134(1)(c), s.134(1)(f) and s.134(1)(g).
52. The AMWU rejects entirely the arguments put by the AiG in support of its variations to clause 32.5 of the *Manufacturing Award*, clause 25.4 of the

*Graphic Arts Award* and clause 26.5 of the *Food Award* and restates its belief that these clauses currently apply as the industry practice, and should continue to apply, to training undertaken by trainees that has been agreed to by the employer – both in relation to their training contracts and otherwise.

53. If the Commission finds that these clauses do not apply to trainees, the AMWU requests permission to make further submissions in relation to what alternative provisions should be made to provide an award entitlement to reimbursement for course fees, text books and travel expenses under these awards.





**APPLICATION TO VARY A MODERN AWARD (FAIR WORK  
(TRANSITIONAL PROVISIONS AND CONSEQUENTIAL AMENDMENTS)  
ACT 2009, PART 2 OF SCHEDULE 5)**

**Submission to the  
2012 Review of Modern Awards: Apprentices, Trainees and Juniors**

**Application by the Australian Council of Trade Unions (AM2012/18 and Ors )  
Application by the Australian Manufacturing Workers Union (AM2012/109 and  
Ors)  
Application by the Australian Industry Group to vary the National Training  
Wage Schedule (AM2012/128)**

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## **1. INTRODUCTION**

1.1 The AMWU makes the following submission in accordance with Commission directions of 10 December, 2012.<sup>1</sup>

1.2 We support and adopt the submissions of the ACTU in these matters. We emphasise our agreement with the ACTU position that the AIG's submission, including transcript extracts from 2009, establish no other than the issue of training related travel costs was not explicitly considered during the creation of the NTW schedule.

1.3 The issue for review is whether the NTW schedule meets the modern award objective and provides a fair and relevant safety net for trainees.

## **2. AM2012/18**

2.1 The AMWU supports the Australian Government's submission that "more appropriate minimum wages and entitlements would encourage the take up and completion of apprenticeships and traineeships"<sup>2</sup> and that apprentices' minimum wages be increased.<sup>3</sup>

2.2 We do not support the inclusion of additional matters to those outside of or inextricably linked to, the common claims identified in the Commission's statement of 10 December, 2012. Specifically we do not support the inclusion of part time and school based apprenticeship and traineeship arrangements as matters to be determined during this review.

2.3 The submission of the Government of Western Australia (WA Government) identifies apprentice issues of particular significance to Western Australia including "geographical isolation"<sup>4</sup> and "ongoing"<sup>5</sup> and "persistent"<sup>6</sup> skill shortages. These two factors support the Union's claim that the payment for training related travel, incorporating accommodation and reasonable costs, is

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<sup>1</sup> [2012] FWAFB 10395

<sup>2</sup> Australian Government Submission 1.18.1.2

<sup>3</sup> Ibid 1.18.1.5

<sup>4</sup> Government of Western Australia Submission @ 15

<sup>5</sup> Ibid @ 19

<sup>6</sup> Ibid @ 22

a relevant and necessary minimum award provision that will support apprentices complete their apprenticeship and ease skill shortages.

2.4 The WA Government submit that the cost of employing an apprentice has been estimated to be \$128,000.00<sup>7</sup>, an amount somewhat higher than in many of the studies referred to in the statement of Phil Toner submitted in these matters with the submission of the ACTU. It would appear that non direct wage estimates of the cost of employing an apprentice are somewhat subjective. Mr Toner identified, for example in the Dockery study, that despite the significant costs estimated by employers, “82% indicated that they thought apprentices were a net financial benefit over the full term, with the remaining 10 split evenly between those who considered apprentices to be a net cost or cost neutral.”<sup>8</sup>

2.5 The State Training Services, NSW Department of Education and Communities submit that the “lost time” provisions in Awards extends the nominal apprenticeship term and that this is contrary to notions of competency as the basis of progression rather than time serving<sup>9</sup>. The AMWU made the same submission<sup>10</sup> in support of our application to vary the current “Lost Time” provisions so that they are not automatic and instead, are limited to where it can be established that levels of competency have been negatively impacted on through lost time.

### **3. AM2012/128 AIG Application to vary the National Training Wage Schedule (NTW)**

3.1 The Australian Industry Group (AIG) has applied to vary the National Training Wage Schedule (NTW schedule). Business SA supports the AIG application. We oppose the AIG application. In making the application the AIG have sought to advance the claim as separate to related claims being advanced in the apprentice case (AM2012/109 and Ors). In transcript of 26

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<sup>7</sup> Ibid @ 50

<sup>8</sup> Toner, P Statement AM2012/18 ; p.40

<sup>9</sup> State Training Services Submission @10

<sup>10</sup> AMWU Written Submission; paragraphs 2.79-2.83 ; 31 January, 2013.

October, 2012 the AIG claimed that the NTW “issues are quite discrete matters”<sup>11</sup>

3.2 In response to questioning from the Bench the AIG conceded that their application “goes to one small part of the apprenticeship applications”<sup>12</sup> The AIG also identified that the issue being advanced in their application was underpinned by the concept of training and the consideration of whether training was “work”.<sup>13</sup>

3.3 Further on in transcript the AIG again attempted to decouple the NTW claim from claims being advanced in the apprentice’s matter claiming that their application ;

PN 459 “is not about this issue of, you know, training versus work in the sense that we think that issue is very clear in what the intent is. So the AMWU and the ACTU and many other unions are seeking to deal with that issue in the apprenticeship matter, but our application in the National Training Wage matter is merely to clarify the intent of the existing words”<sup>14</sup>

3.4 The AMWU in transcript of the same day<sup>15</sup> stated that the AIG NTW matter was very much linked and relevant to the AMWU’s application in the apprentice matter to the extent that the NTW application goes to the issue of the responsibility for travel and accommodation costs when the trainee is in training or attending training, an issue being prosecuted in the apprentices' case.

3.5 In transcript of 10 December, 2012 the AMWU identified that our application included “that time spent by an apprentice to attend off-the-job training will be work time, and that is a common claim with the CEPU and the CFMEU”<sup>16</sup> We identified that the AIG application went to matters addressed in the apprenticeship application and that the link had been

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<sup>11</sup> Smith, S; PN231, AM2012/18 and Ors; 26 October, 2012.

<sup>12</sup> Smith, S; PN233, AM2012/18 and Ors; 26 October, 2012.

<sup>13</sup> Ibid

<sup>14</sup> Smith, S; PN459, AM2012/18 and Ors; 26 October, 2012

<sup>15</sup> Taylor,S; PN130

<sup>16</sup> Taylor, S; PN560; AM2012/18,/109/128 and Ors; 10 December, 2012

fortified by the AMWU's amended application specifically claiming that time spent by an apprentice to attend off-the-job training is work time and included payment for travelling to training, attending training and travelling time payments.

- 3.6 The AMWU refuted the AIG's characterisation of the NTW as a relatively minor matter. We submitted that "in the unions' view (it) will not be a minor issue because the unions will be arguing that the provision is inconsistent with the modern award objective and the unions will be arguing that the award is neither fair nor relevant for apprentices and trainees if it requires them to pay significant amounts of money in fulfilment of their training contract"<sup>17</sup>
- 3.7 Later on in the proceedings held that day the AIG again retreated from their concession (refer 1.2 above) that the NTW application dealt with the relationship between training and work. The AIG rejected any overlap or interaction between "our application and what may be seen as a common union claim in respect of a number of awards relating to apprentices".<sup>18</sup>
- 3.8 Further on in proceedings the AMWU<sup>19</sup> referred to the apprentice and trainee issues both being concerned with the relationship between work and training and the AIG's earlier concession on that point. We argued that the outcome in the apprentice case regarding the responsibility for training related travel costs would inform the NTW application.
- 3.9 Ultimately the tribunal determined that the NTW matter was a "common claim"<sup>20</sup>. Despite the NTW being identified as a common claim the AIG submission does not deal with any of the Union's claims and arguments regarding the responsibility for travel costs associated with training and limits itself to addressing issues and alleging meaning relating to the development of the NTW schedule attached to modern awards and the responsibility for travel costs under the current schedule. This is not the issue

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<sup>17</sup> Ibid; PN565

<sup>18</sup> Mead, M; PN 582; AM2012/18/109/128 and Ors ; 10 December, 2012

<sup>19</sup> Taylor, S PN714-720;

<sup>20</sup> Boulton, J; PN 734;

for determination. If the current issues were so limited then it would be an inappropriate use of resources to press the matter during these proceedings when relevant matters will be heard on appeal before the Federal Court on 8 March, 2013<sup>21</sup>.

- 3.10 In a related issue the AIG have made application in AM2012/76 to exclude apprentices from the application of Clause 32.5- Training Costs and to insert new provisions regarding competency based progression. The application regarding Clause 32.5 is in effect integrated with the AIG application regarding Clause X.6.4 of the NTW schedule. Excluding apprentices from the application of the Training Costs' Clause in effect makes it a "non-applicable" clause for trainees in the language of the variation sought by the AIG. Both the issues identified in AM2012/76 are within the scope of the 'common claims' and need to be addressed now and not be subject to a 'second chance' arbitration.
- 3.11 Without making concessions as to the current construction and interpretation of the Manufacturing and Associated Industries and Occupations Award 2010 (the Manufacturing Award MA10) including the applicability of MA10 provisions to trainees covered by the NTW schedule and the NTW provisions regarding training travel costs, we do agree that current training related travel entitlements could be made clearer.
- 3.12 The AIG argue<sup>22</sup> that the Unions' claim the current NTW schedule provisions "operate differently" to those contained in pre modern awards<sup>23</sup> and that "unions are now opportunistically endeavouring to achieve a different interpretation"<sup>24</sup> regarding the applicability of modern award provisions to trainees. This is incorrect. The history of these matters as evidenced in *CFMEU v MBA*<sup>25</sup>; *CEPU V Excelior*<sup>26</sup> and *CEG v Rohrlach*<sup>27</sup> demonstrates that various parties legitimately hold different views as to who

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<sup>21</sup> NSD1112/2012 ; *CEPU v Excelior*

<sup>22</sup> AIG written submission; paragraph 63; AM2012/128

<sup>23</sup> National Training Award 1994 ; Print L5189

<sup>24</sup> AIG written submission; paragraph 68;

<sup>25</sup> [2007] FCAFC 165;

<sup>26</sup> [2012] FMCA 621

<sup>27</sup> [2012] SAIRComm11

bears the responsibility for travel costs associated with apprentice and trainees' training.

3.13 The AMWU's application in the apprentice matter is to make clear the award entitlement to training related travel, consistent with the modern award objective. We submit that the entitlement regarding trainees' training related travel costs is, and should be, no less than that being clarified for apprentices. We submit that the AIG's NTW variations are consumed within the Union's variation regarding training related travel expenses (fares, petrol allowance, meals, accommodation, and reasonable expenses).

3.14 The Union's submission is that the variation we seek regarding these matters in the apprentice case are variations we seek regarding training related travel undertaken by trainees (AM2012/128) and other employee training undertaken at the request of an employer. We submit that the AIG submissions are misguided and fail to address the issue for determination. Advancing this position we rely on our submissions made in relation to training related travel in AM2012/109. Those submissions are found at paragraphs 2.37-2.44 and 2.65-2.76 of our written submission. We also rely on our witness evidence and survey results which identify that apprentices:

- (a) travel in excess of their travel time to work to attend training<sup>28</sup>;
- (b) struggle with the up front payment of, and are not fully reimbursed for, travel costs associated with block release training<sup>29</sup>; and
- (c) more than 40% of apprentices attending block release training and more than 50% of apprentices attending day release training are not fully reimbursed<sup>30</sup>

3.15 We also rely on the additional statement of Jane Timbrell, attached and marked "A". Ms Timbrell's statement includes her experience regarding apprentices and trainees attending the Canberra Institute of Technology (CIT) who "couch surf" and/or sleep in their cars when required to attend training in Canberra. We submit this is relevant evidence when reviewing

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<sup>28</sup> Statement of Guy German; paragraph 245, AMWU submission AM2012/109

<sup>29</sup> Statement of Liam Bennett

<sup>30</sup> AMWU Submission AM2012/109; p.110

whether the NTW schedule and apprentices' award provisions meet the modern award objective.

#### **4. The AIG Submission**

- 4.1 The AIG rely on the decision in *Excelior* in support of their position that employers do not bear responsibility for travel costs associated “to attend”<sup>31</sup> any training or assessment or “in attending any training or assessment”<sup>32</sup>. It seems axiomatic that travel will be required “to attend” off the job training or to acquire the state of being “in training”. To attend and being in attendance at training is a process, a process incorporating required travel. Any other interpretation would result in manifestly unfair outcomes.
- 4.2 The AIG submit<sup>33</sup> that the variation to Clause “X.6.2” of the NTW schedule is necessary because Unions are claiming that a trainee is entitled to be paid for time spent travelling to off- the-job training. That is not correct. The AMWU is claiming that trainees are paid for travel time and fares which are in excess of the time and fares normally incurred in travelling to and from home to work.<sup>34</sup>
- 4.3 The AIG claim that the variation to Clause “X.6.3” is necessary because Unions claim that time spent in travelling to training is part of a trainee’s ordinary working hours. This is incorrect and is not part of the AMWU’s claim for apprentices or trainees.
- 4.4 The AIG claim<sup>35</sup> that the variation to Clause “X.6.4” is required as the Union’s interpretation is that all Award terms and conditions of employment apply to trainees and apprentices regardless of whether they are appropriate. This is incorrect. The AMWU considers that the terms of the award provision in relation to the trainee or apprentice’s activity, time of the

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<sup>31</sup> MA10, Clause D.6.2

<sup>32</sup> MA10, Clause D.6.3

<sup>33</sup> AIG submission @ 13

<sup>34</sup> AMWU Application AM2012/109; Schedule “A”, paragraph 10

<sup>35</sup> AIG Submission @16



activity, condition under which activity is performed etc. determines whether the provision is applicable. This is the same view we hold regarding the applicability of any employee to award provisions. In this sense the AIG's application does nothing and is redundant. For example, as confirmed in Rohrlach, Clause 32.5 Training Costs of the Manufacturing Award applies to apprentices as it applies to non- apprentices. We also submit that equally trainees have access to Clause 32.5 by virtue of Clause D.6.4 of the Manufacturing Award. The AIG's proposed variation does nothing to illuminate the reach of the clause.

4.5 The AIG's application in AM2012/76 is in effect a de facto application to narrow the scope of Clause "D.6.4" regarding applicable award provisions as evidenced in their application where they seek to exclude the access of apprentices from the application of Clause 32.5 Training Costs of the Manufacturing Award..

4.6 Clause 32.5 Training Costs provides for :

**(a)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred by an employee in connection with training agreed to by the employer must be reimbursed by the employer on the production of evidence of such expenditure by the employee, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

**(b)** Travel costs incurred by an employee undertaking training agreed to by the employer, which exceed those normally incurred in traveling to and from work, must be reimbursed by the employer.

4.7 The AIG have applied to add a new paragraph 32.5(c) as follows:

"(c) This subclause 32.5 does not apply to apprentices. Training costs for apprentices are dealt with in subclause 15.15."<sup>36</sup>

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<sup>36</sup> AM2012/76

- 4.8 The AIG's application referred to above was not specifically included in the common claims however AM2012/76 is inextricably linked to AM2012/18, 109 and AM2012/128 and, we submit, should be included for consideration. If the AIG are successful in excluding apprentices from Clause 32.5 then the argument that the Clause "is not applicable" to trainees is certain to follow, particularly as the term "apprentice" is often understood to incorporate "trainee". The consideration of AIG's claim at Clause "X.6.4" cannot be considered in the absence of the AIG identifying the impact of their variation. That is AIG identifying which clauses they say do not apply to trainees.
- 4.9 We submit that trainees are entitled to payment for training related travel costs consistent with the access clarified for apprentices in Rohrlach. The AMWU is seeking specific provisions to clarify the entitlements of apprentices and trainees to travel time in excess of "normal" travel time and when attending block release. There is no evidence supplied by the AIG in support of the dire circumstances they contend will arise if trainees receive the training related travel expenses that we submit constitute a fair and relevant safety net. The number of in-training trainees (non trade) and apprentices (trade) in manufacturing and in the economy as a whole by employer size is attached and marked "B". At December 31, 2011 only 4.5% of trainees in the manufacturing industry were employed in workplaces of 9 or less employees. The majority of trainees, 45.2%, worked at workplaces with 100 or more employees. The AIG provides no evidence of the impact they claim arises, or on whom it arises, if their application is refused.
- 4.10 In addition to being unsupported the AIG's arguments are also unsustainable. The AIG argue <sup>37</sup> that the provisions sought by Unions will cause major "compliance difficulties" and "workplace disharmony" because employees travel on different modes of transport and live in different locations. Clause 32.5(b) of the Manufacturing Award equally operates in the context that employees normally travel to work from different locations using various

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<sup>37</sup> Ibid @13 and 81

modes of transport. The Clause identifies the approach to be taken when training related travel exceeds the costs of normal travel between home and work. There is no evidence that this provision, which has been operational for more than 20 years, has resulted in any of the dire consequences the AIG claims may arise.

4.11 If the circumstances AIG claim had any substance we would not expect similar entitlements to be included in agreements regarding training related travel. A sample of agreements providing apprentices and trainees paid training related travel is attached and marked "C". The Agreements include The George Weston agreement which specifically refers to apprentices' and trainees' award entitlements to travel allowance.

4.12 The AMWU submits that the AIG's application be dismissed and that trainees have the same entitlements regarding the payment of training related travel costs as sought for apprentices and other employees undertaking training requested and/or endorsed by an employer.

**ATTACHMENT "A"**

**STATEMENT Jane Timbrell**

IN FAIR WORK AUSTRALIA

FWA Matter No: AM2012/128 and Ors

**"Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU)**

APPLICATION TO VARY A MODERN AWARD - 2012 REVIEW

Fair Work (Transitional Provisions and Consequential Amendments) Act 2009

Schedule 5, Item 6 – Review of all modern awards

**Application by the Australian Industry group to vary re: National Training Wage Schedule (AM2012/128)**

**Manufacturing and Associated Industries and Occupations Award 2010 and Ors**

WITNESS STATEMENT

I, Jane Elizabeth Timbrell, retired union official of 17 Gooreen Street, Reid in the Australian Capital Territory, affirm as follows:

**Background**

1. I was employed by the Australian Manufacturing Workers Union (the AMWU) in the Canberra Regional Office as an Industrial Officer from 14 June 2006 until I retired on 20 February 2012.
2. Prior to working for the AMWU I had been employed as an Industrial Officer with the Public Service Association of NSW (PSA) in Sydney NSW. During my employment with the PSA between 1981 and 2003 I worked as an

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Lodged By:	Australian Manufacturing Workers' Union	Phone: 02 8868 1500
Address for service:	Level 3, 133 Parramatta Road, Granville NSW 2142	Fax: 02 9897 9275
Contact:	Sally Taylor	Email: sally.taylor@amwu.asn.au

Assistant Industrial Officer, an Industrial Officer, the Special Projects Officer, and the Women's Officer. I perform a range of industrial officer duties and responsibilities. My major task in the late 1990 was preparing the PSA submissions to the NSW Pay Equity Inquiry.

3. Prior to working with the PSA, I had been involved in student politics and the trade union movement in South Australia. I was a delegate of the Federated Miscellaneous Workers' Union (FMWU) now United Voice. I worked with the Food Preservers' Union (now part of the AMWU). I was the delegate from the FMWU to the SA United Trades and Labour Council (UTLC) now UnionsSA; and the UTLC delegate to the ACTU Women's Committee and UTLC representative on the Management Committee of the Working Women's Centre.
4. I hold a Bachelor of Arts degree with Honours (Division 2 Level 1) in History and Politics from the University of NSW.
5. From 1991 to 1995 I was elected as an Alderman/Councillor to Ashfield Municipal Council and I was Deputy Mayor from 1993 to 1994. In the NSW State election in 1995 and again in a by-election in 1996 I was the ALP candidate in the NSW State Seat of Strathfield.
6. As an Industrial Officer in the AMWU's Canberra Regional Office, I have been involved in a range of extramural activities. I was an AMWU delegate to UnionsACT (2006-20011); a member of UnionsACT Executive (2007 – 2011); and I was elected President of UnionsACT (2010-2011).
7. I was appointed by the ACT Minister for Industrial Relations as an employee representative on the ACT Industrial Relations Advisory Committee (2010-2011). I was also appointed by the ACT Safe Work Commissioner to the ACT Safe Work Awards Committee (2009-2011).
8. My knowledge and experience of apprentice and trainee industrial matters extends back to my earlier years working in the PSA. Whilst I was employed in the Research Section, I was involved in the introduction of the Australian Traineeship Scheme which sought to expand the training opportunities and recognition of skills for young school leavers in a range of short term vocational training courses. At a later period, amongst my responsibilities for numerous departments and statutory authorities, I was responsible for apprentices in horticulture who were principally employed at the Botanic

Gardens in Sydney, Mt Annan and Mt Tomah, Centennial Park and Bicentennial Park.

9. The contents contained herein are true and correct to the best of my knowledge, save where I otherwise indicate. My comments are made on the basis of my knowledge and experience over 30 years assisting workers, including apprentices and trainees.

#### Australian Industry Group Application (Aig)

10. I am aware that the Aig have made an application which in effect avoids any employer responsibility to fund employee travel, accommodation and reasonable expenses incurred as a result of an employee attending training required under their training of contract.
11. As part of my duty in the AMWU Canberra Regional Office, I was responsible for recruiting and representing apprentices in the metal and other relevant trades within the AMWU's areas of coverage. I have attended the Fyshwick Campus of the Canberra Institute of Technology (CIT) on an annual basis and for special events. The Fyshwick campus specialises in training metal and building trades apprentices/trainees. My visits to Fyshwick were opportunities to address classes about the role of trade unions and to recruit apprentices/trainees. I also arranged for the AMWU to sponsor a prize at the Fyshwick Nats conducted by the CIT Students Association (CITSA). The Fyshwick Nats are a one day event and the apprentice/trainee version of the popular Summer Nats for car enthusiasts held in Canberra each year.
12. It was in 2010 during these visits to CIT that I became aware in discussions with some country apprentices/trainees that some were "couch surfing" and others were sleeping in their cars. They told me that it was better to sleep on a lounge than in the car, particularly in winter. They also complained that it was sometimes difficult sleeping on a lounge and they would be woken up by people coming and going. They complained about it being very cold sleeping in their cars during winter, and sometimes if it was really freezing, they didn't go to CIT.
13. I therefore initiated a survey of apprentices/trainees which was handed out at a series of AMWU barbeques. The survey was dealing with the matters of type and costs of accommodation, the costs associated with travel and the cost of food whilst studying at CIT. Attached and marked Annexure "A" is a copy of

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Lodged By:	Australian Manufacturing Workers' Union	Phone: 02 8868 1500
Address for service:	Level 3, 133 Parramatta Road, Granville NSW 2142	Fax: 02 9897 9275
Contact:	Sally Taylor	Email: sally.taylor@amwu.asn.au

the survey questions and the results. I do not recall exactly how many apprentices filled in the survey, but it would have been somewhere between 120 and 160. On one day, I ended up with more plumbing than metal trades apprentices/trainees. This is because of the organisation of the classes. The survey was conducted over a number of different days of the week and different weeks in the semester. All the surveys were filled in on the spot at the CIT Fyshwick Campus.

14. My significant findings from the survey were:-
- (a) At Question 7, that more than 14% of apprentices/trainees were travelling more than 100km per day to get to CIT; and of these students, 2.6% were travelling between 101km and 150km per day, 3.9% were travelling between 151km and 200km per day, 2.6% were travelling between 201km and 250km per day and 5.2% were travelling more than 251km per day. In discussions with some apprentices/trainees, I learned that some apprentices/trainees from Cooma would drive everyday rather than even try to find accommodation in Canberra. This is a distance of 115 km (each way) and takes an average of two and a half to three hours return trip.
  - (b) At Question 8, more than 70% of apprentices/trainees were paying more than \$5.00 per day in travel costs, of this group 41.6% were paying between \$5.00 and \$10.00 per day to travel to CIT; 18.2% were paying between \$11.00 and \$20.00 per day and 15.6% were paying more than \$21.00 per day. Only 10.5% were getting any Government assistance to travel to CIT (Question 9).
  - (c) At Question 10, 82.9% were living at home, there were 9.2% staying with family or friends. Unfortunately, the survey did not identify if these apprentices/trainees were also sleeping on mattresses on the floor, or if they had a room to themselves.
  - (d) At Question 16, the survey identified 10.8% of students who do not have to purchase meals at CIT; whilst at Question 17, 17% said they spent nothing on meals. It should be noted that CITSA provide an inexpensive and basic canteen at the Fyshwick campus. Whilst I was there, I spoke to an apprentice/trainee who said that he was waiting around for the AMWU barbecue because he didn't have any lunch or money.
15. As part of my research about accommodation for country apprentices/trainees studying in Canberra, I made contact with Elaine Walls, Executive Officer of

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CITSA, and with Douglas Brook, Strategic Planning Asset Manager at CIT and held discussions with both of them with regards to the plight of apprentices/trainees generally. Both CIT and CITSA were concerned for students who did not have accommodation whilst in Canberra and both have extended their websites with more information about accommodation.

16. In mid 2010 CIT and CITSA both confirmed that there is a serious shortage of accommodation in Canberra and the situation is even worse when it comes to cheaper accommodation particularly for students with very low incomes, and it was even more difficult for students coming to Canberra to do block release training.
17. After the meeting with CITSA and CIT, CITSA advised me that they had found students who had slept in the Library all night because they didn't have anywhere to stay in Canberra and they were also aware of students who were "hot bedding" (ie taking turns at sleeping in a bed).
18. The Australian National University (ANU) in Canberra guarantees that all first year students needing accommodation will be housed. CITSA advise that the ANU has such a monopoly on accommodation that CIT students cannot compete for the same accommodation places as the ANU students.

END

To be sworn in the witness box



[My Surveys](#)   [Address Book](#)   [My Account](#)

## AMWU CIT Apprentices Accommodation 2010 Edit

Default Report

### Response Summary

Total Started Su  
Total Completed Su

PAGE: DEFAULT SECTION

1. Are you an Apprentice or Trainee?

[Create Chart](#)

	Response Percent
Yes	100.0%
No	0.0%
answered questio skipped questio	

2. Are you male or female?

[Create Chart](#)

	Response Percent
Male	96.1%
Female	3.9%
answered questio skipped questio	

3. How old are you?

[Create Chart](#)

	Response Percent
under 18	15.8%
18	18.4%
answered questio skipped questio	

**3. How old are you?**

[Create Chart](#)

19	19.7%
20	13.2%
21	7.9%
between 22 and 29	11.8%
over 30	13.2%
	answered question
	skipped question

**4. What year of training are you in, at CIT?**

[Create Chart](#)

	Response Percent
Year 1	33.8%
Year 2	28.6%
Year 3	37.7%
Year 4	0.0%
	answered question
	skipped question

**5. How much do you earn each week as an apprentice/trainee?**

[Create Chart](#)

	Response Percent
Less than \$500	62.3%
Between \$501 and \$700	24.7%
Between \$701 and \$900	5.2%
Over \$900	7.8%
	answered question
	skipped question

**6. How do you normally travel to CIT?**[Create Chart](#)

	<b>Response Percent</b>
walk/ride bicycle/ride motorbike	0.0%
public transport (bus or train)	1.3%
private vehicle (car or truck)	<b>81.8%</b>
get a lift with family or friend	7.8%
car pool with other student/students	3.9%
combination public transport and private vehicle	1.3%
other	3.9%
<b>answered questio skipped questio</b>	

**7. How far do you travel each day (round trip) to get to CIT?**[Create Chart](#)

	<b>Response Percent</b>
less than 5km	3.9%
between 6km and 20km	33.8%
between 21km and 50km	<b>39.0%</b>
between 51km and 100km	9.1%
between 101km and 150km	2.6%
between 151km and 200km	3.9%
between 201km and 250km	2.6%
more than 251km	5.2%
<b>answered questio skipped questio</b>	

**8. On average, how much does your travel cost (per day) to attend CIT?**[Create Chart](#)

	Response Percent
less than \$5.00 per day	27.3%
more than \$5.00 but less than \$10.00 per day	41.6%
more than \$11.00 but less than \$20.00 per day	18.2%
more than \$21.00 per day	15.6%
answered question	
skipped question	

**9. Do you get any Government assistance for travel to CIT?**[Create Chart](#)

	Response Percent
Yes	10.5%
No	89.5%
answered question	
skipped question	

**10. Where do you stay when attending CIT?**[Create Chart](#)

	Response Percent
home	82.9%
stay with friends or relatives	9.2%
share house/unit	7.9%
stay in hotel/motel/caravan park/boarded house	1.3%
sleep on someone's floor	0.0%
sleep in the car	0.0%
no permanent arrangement	0.0%
answered question	
skipped question	

**10. Where do you stay when attending CIT?**

Create Chart

	Response Percent
other	1.3%

answered question  
skipped question

**11. On average, how much does your accommodation cost (per night) if you are away from home?**

Create Chart

	Response Percent
always nothing	35.0%
usually nothing	15.0%
less than \$19.00 per night	11.7%
between \$20.00 and \$49.00 per night	13.3%
between \$50.00 and \$99.00 per night	3.3%
more than \$100.00 per night	1.7%
don't know	21.7%

answered question  
skipped question

**12. Is your accommodation furnished or unfurnished?**

Create Chart

	Response Percent
furnished	91.7%
unfurnished	8.3%

answered question  
skipped question

**13. Does your accommodation include laundry?**

Create Chart

	Response Percent
--	------------------

answered question  
skipped question

**13. Does your accommodation include laundry?**

[Create Chart](#)

	Response Percent
Yes	81.3%
No	18.8%

answered question  
skipped question

**14. Do you get any Government assistance for accommodation?**

[Create Chart](#)

	Response Percent
Yes	4.8%
No	95.2%

answered question  
skipped question

**15. Please tick which meals (if any) are supplied at your accommodation?**

[Create Chart](#)

	Response Percent
breakfast	40.7%
lunch	42.4%
tea	45.8%
none	50.8%

answered question  
skipped question

**16. Do you have to purchase meals whilst studying at CIT?**

[Create Chart](#)

	Response Percent
Yes	59.5%
No	10.8%
Sometimes	29.7%

answered question  
skipped question

**17. If yes to Question 15, how much a day do you have to spend on meal?**[Create Chart](#)

	Response Percent
nothing	17.0%
less than \$10.00 per day	39.6%
between \$11.00 and \$20.00 per day	39.6%
more than \$21.00 per day	3.8%
	answered question
	skipped question

**18. Some questions about you**

	Response Percent
name: <a href="#">Show Responses</a>	100.0%
CIT course: <a href="#">Show Responses</a>	86.3%
home town/suburb: <a href="#">Show Responses</a>	91.8%
work town/suburb: <a href="#">Show Responses</a>	82.2%
twitter: <a href="#">Show Responses</a>	5.5%
facebook: <a href="#">Show Responses</a>	17.8%
mobile: <a href="#">Show Responses</a>	61.6%
landline: <a href="#">Show Responses</a>	16.4%
email: <a href="#">Show Responses</a>	35.6%
postal: <a href="#">Show Responses</a>	16.4%
	answered question
	skipped question

**19. Thank you for completing this survey. If you have any questions or concerns about your e  
you can contact the AMWU HELP DESK 1300 732 698**

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answered questio  
skipped questio



## ATTACHMENT "B"

**Double click on the link to access the data**



Copy of  
NCVER\_DMS-#13359

## ATTACHMENT "C"

### 1. **Bae Systems Australia Logistics Pty Ltd., Defence Integrated Distribution System (Dids), Collective Agreement 2010 – 2013 (AG2010/11819)**

#### 36. TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

On the occasions that employees are required to perform work outside their normal place of employment including nights away, agreement shall be reached between the Company and the employees) concerned on the terms and conditions of employment that may apply.

##### 36.1 Travelling and fares

36.1.1 An employee who is required to work at a job away from their normal place of employment shall at the direction of the Company present themselves for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job, the employee shall be paid travelling time, and also any fares reasonably incurred.

##### 36.2 Payment for travelling

36.2.1 The rate of pay for travelling time shall be ordinary rates, except on Sundays and public holidays, when it shall be time and a half.

36.2.2 "Expenses" for the purpose of this clause shall be met by the Company and mean:

- All fares reasonably incurred. The fares allowed shall be for rail air travel, in economy class.
- Reasonable expenses incurred whilst travelling (excluding expenses for meals).
- Where necessary, reasonable accommodation shall be provided.

36.2.3 Employees shall receive a per diem of \$77.00 for meals.

36.3 An employee who upon request and with the agreement of the Company uses a privately owned motor vehicle on company business shall be paid an allowance of 68 cents per kilometre travelled.

36.4 The amounts of the allowances specified in paragraphs 36.2.3 and 36.3 shall be adjusted with effect from 1" February each year. The adjustment shall be calculated using the percentage changes in the food and transportation groups respectively during the 12 months between the December quarters of the immediately preceding two years, as published by the Australian Bureau of Statistics in its Consumer Price Index data (catalogue number 6401.0). The allowance at 36.2.3 shall be rounded to the nearest dollar and that at 35.3 to the nearest cent. Provided that where the index in either group has decreased

in the 12 months concerned, the relevant allowance shall not be varied and the next calculation shall use the percentage change in the relevant group during the 24 months between the December quarters of the immediately preceding three years.

**36.5 This clause 36 shall apply to apprentices whose off-the-job training requires them to travel more than 30 kilometres each way from the Company's establishment in which they are normally based.**

---

**2. Boeing Australia Component Repairs Pty Ltd  
Enterprise Agreement 2010 (AG2010/12181)**

**4.7. APPRENTICES**

4.7.1. The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply.

*4.8.5. Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.*

**4.8.7. *Except as provided in this clause or where otherwise stated all conditions of Employment specified in this Agreement shall apply to apprentices.***

**7.8. TRAINING LEAVE**

7.8.1. Training referred to in this sub clause shall be training relevant only to an employee career path and must be part of the Company's training program.

7.8.2. Training undertaken during normal working hours shall be without loss of pay.

7.8.3. Any costs associated with enrolment, tuition and text books incurred in connection with the undertaking of training shall be reimbursed upon production of evidence of such expenditure.

7.8.4. Provided that reimbursement shall be on an annual basis subject to the presentation of reports of satisfactory progress.

7.8.5. No reimbursement shall be made for text books, etc., which are available in the Company's technical library.

**7.8.6. Travel costs incurred by employees undertaking training in accordance with this sub clause which exceed those normally incurred in travelling to and from work shall be reimbursed.**

---

**3. George Weston Foods Ltd T/A Tip Top Bakeries Victoria  
Maintenance Agreement 2012 (AG2012/11370)**

**12. APPRENTICES AND TRAINEES**

12.1 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award the relevant Industry Training advisory board resulting in a consistent national qualification.

12.3 All apprentices and trainees shall continue to receive all payments for fees, materials, **traveling costs and other reasonable costs in accordance with the award provisions.** In addition apprentices and trainees shall receive paid training time in accordance with the award provisions.

---

**4. Carter Holt Harvey Woodproducts, Pinepanels Gympie  
Enterprise Agreement 2009 – 2013 (AG2010/13323)**

8.6 Apprentices

The Company shall employ a maximum of one apprentice per two full time tradesperson unless agreed otherwise in accordance with Clause 7 of this Agreement. An adult apprentice shall be paid at the adult rate applying prior to undertaking an adult apprenticeship or the immediate skill level below the trade skill level for which the adult apprentice is undertaking training to achieve, whichever is the greater of the two.

The Company requiring a junior apprentice to work overtime shall pay to such apprentice double the rates for such overtime (with the exception of Public Holidays where Clause 10 of the Agreement shall apply) provided no apprentice shall be required to work overtime for more than eight hours in anyone week, or more than sixteen hours in any four weeks, and provided that such overtime shall not prevent the apprentice attending trade school. **Apprentices will receive all the benefits and obligations of this Agreement** including full access to wage increases and superannuation.

12. Training and Related Matters

12.3 Training Leave

The Parties, through their commitment to skill development and training and in recognition of the fact that there will be significant benefits to the Company arising out of a more skilled and flexible workforce agree that:

**All relevant expenses associated with the individual learning plan will be met by**

**Carter Holt Harvey.** Wherever possible, training will occur during normal work time. Where this is not possible, the employees shall not be advantaged or disadvantaged in respect to the pay that they would have received had they not participated in the training. This approach is known as the no loss, no gain approach.

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**5.Esp Tec Force Metals Labour Hire Agreement 2011**  
**(AG2012/8374)**

33. Training

Where an employee undertakes training required by the Company it shall be at the Company's expense and as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or travel costs associated with such training.

Where an employee seeks to undertake further training and development that is consistent with the needs of the Company, the Company will provide assistance to the employee, in terms that the Company approves, for this to occur.

**LIVING AND WORKING AWAY FROM USUAL PLACE OF WORK**

36. TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

On the occasions that employees are required to perform work outside their normal place of employment including nights away, agreement shall be reached between the Company and the employees) concerned on the terms and conditions of employment that may apply.

36.1 Travelling and fares

36.1.1 An employee who is required to work at a job away from their normal place of employment shall at the direction of the Company present themselves for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job, the employee shall be paid travelling time, and also any fares reasonably incurred.

36.2 Payment for travelling

36.2.1 The rate of pay for travelling time shall be ordinary rates, except on Sundays and public holidays, when it shall be time and a half.

36.2.2 "Expenses" for the purpose of this clause shall be met by the Company and mean:

- All fares reasonably incurred. The fares allowed shall be for rail air travel, in economy class.
- Reasonable expenses incurred whilst travelling (excluding expenses for meals).
- Where necessary, reasonable accommodation shall be provided.

36.2.3 Employees shall receive a per diem of \$77.00 for meals.

36.3 An employee who upon request and with the agreement of the Company uses a privately owned motor vehicle on company business shall be paid an allowance of 68 cents per kilometre travelled.

**36.5 This clause 36 shall apply to apprentices whose off-the-job training requires them to travel more than 30 kilometres each way from the Company's establishment in which they are normally based.**

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**6. Hella Australia Pty Ltd Enterprise Agreement 2011 (AG2011/12128)**

24. Training

(a) Training shall be conducted as far as practicable in an employee's ordinary working hours and he or she **shall not lose pay for attendance or travel expenses associated with training.** Travel expenses will exclude the distance normally travelled between the employee's home and the workplace.

(b) Where an employee attends training outside of his or her ordinary working hours, he or she shall be paid at ordinary rates for the attendance. On the day(s) when training is to take place the company may vary the employee's ordinary working hours by giving the employee one week's notice.

(c) Fees, materials or any other reasonable expenses associated with the training referred to in sub-clause (a) hereof shall be reimbursed by the company.

**(d) Sub-clauses (a) and (b) hereof, shall apply to Apprentices, Trainees or other like classes of person employed by the company.**

31. Apprentices and Trainees

The parties are committed to providing employment opportunities for Apprentices and Trainees through an effective manufacturing industry policy and an increase in apprenticeship places in the TAFE system. **An Apprentice or Trainee will be paid for attending the schooling required to complete his or her apprenticeship or traineeship.** The engagement of any Apprentice or Trainee will be subject to the company's headcount budget.

---

**7. Scania Australia Pty Ltd Brisbane Branch Enterprise Agreement 2011-2013 (AG2011/1648)**

14.6 Schooling Time (a) **Periods of time (including reasonable travelling time), which an apprentice is required by State or Territory law on apprenticeship to spend during ordinary working hours and does spend in attendance at a**

technical college or school and which would otherwise have been spent in normal attendance for duty shall, for the purposes of wage rate and other entitlements under this Agreement, be deemed to have been spent in attendance for such duty.

(b) (i) An apprentice to a trade not proclaimed, specified or prescribed by the law of the State or Territory as an apprenticeship trade in the State or Territory in which the apprentice is employed shall attend such classes at a technical school or college as are appropriate for the purpose of his/her apprenticeship and the Company shall permit such attendance.

(ii) Periods of time (**including reasonable travelling time**) which such apprentice spends during ordinary working hours in attendance at technical school or college and which would otherwise have been spent in normal attendance for duty **shall, for the purposes of wage rate and other entitlement under this Agreement, be deemed to have been spent in attending for such duty.**

# Apprenticeship/Traineeship Training Contract

**including  
Assessment for Australian Government  
Australian Apprenticeships Incentives**

This contract must be completed with the assistance of an Australian Apprenticeships Centre.

**This is a free service.**

## **Please read this before completing the Training Contract.**

**This Training Contract must be completed with the assistance of your chosen Australian Apprenticeships Centre.**

- Find out the Australian Apprenticeships Centres that are contracted in your region by calling **13 38 73**; or
- Visit the Australian Apprenticeships website at **[www.australianapprenticeships.gov.au](http://www.australianapprenticeships.gov.au)**

Australian Apprenticeships Centres are contracted by the Australian Government Department of Industry, Innovation, Science, Research and Tertiary Education (DIISRTE) to provide a FREE service to employers and apprentices/trainees. Australian Apprenticeships Centres are required to personally visit employers and apprentices/trainees to assist in the completion of this Training Contract and related State/Territory Training Authority documentation.

Only an officially contracted Australian Apprenticeships Centre is authorised to provide advice on the eligibility and payment of Australian Government Australian Apprenticeships Incentives.

**Before completing the Training Contract please read the following sections:**

- **Information You Need to Know** and **Information to Help Complete the Training Contract** located on the inside back cover.
- **Training Contract Declaration** and **Obligations** located on the first page of the Training Contract.
- **Information on Australian Government Australian Apprenticeships Incentives** located on the outside of the third page of the Training Contract.

If filling this Contract out by hand, please write clearly, in BLOCK LETTERS, and push firmly with a ball point pen. Do not use correction fluid. Cross out the error and write the correct information above it.

**ALL corrections must be initialled by all parties to the Contract.**

**SA Only - Employers are to be the final signatory of the Contract.**

**When the Training Contract is completed your Australian Apprenticeships Centre will lodge it for approval/registration with the relevant State/Territory Training Authority.**

- You should give the original Training Contract with original signatures to your Australian Apprenticeships Centre.
- You should keep a copy of the Training Contract for your records.
- You should give your apprentice or trainee a copy of the Training Contract.

**An unsigned or incomplete Training Contract cannot be processed and will be returned for completion.**

**Before you lodge it, make sure you have taken the steps in the following checklist:**

- Additional information and/or evidence required by questions 21, 22 and 24 is provided if necessary.
- The employer, the apprentice/trainee, and any guardian or parent as required, have all read, signed and dated the Training Contract.
- Any alterations to any part of the document are initialled by all those who sign the Training Contract.



## Contacts for Further Information & Assistance

### Australian Apprenticeships Centres

- administer Australian Government incentive payments to employers and allowances for apprentices/trainees;
- provide information on Australian Apprenticeships options to employers and other interested people;
- market and promote Australian Apprenticeships;
- work with the State/Territory government department or agency to provide an integrated service;
- work with training providers, schools and other organisations to support Australian Apprenticeships; and
- provide support to employers and Australian Apprentices throughout the Australian Apprenticeship to encourage successful completion.

Australian Apprenticeships Centres are located throughout each State and Territory.

- Find an Australian Apprenticeships Centre in your region by calling 13 38 73; or
- Visit the Australian Apprenticeships website at [www.australianapprenticeships.gov.au](http://www.australianapprenticeships.gov.au)

### State/Territory Government Departments or Agencies

State/Territory government departments or agencies can also provide further information. See contact details below:

#### Australian Capital Territory

Training and Tertiary Education - ACT Education and Training Directorate  
220 Northbourne Avenue, Braddon ACT 2612  
PO Box 158, Canberra ACT 2612  
Ph: (02) 6205 8555                      Fax: (02) 6205 8448

Web: [www.det.act.gov.au](http://www.det.act.gov.au)

#### New South Wales

NSW Department of Education and Communities  
Locked Bag 53, Darlinghurst NSW 1300  
Ph: 13 28 11                              Fax: (02) 9266 8590  
Ph: (02) 9266 8704 (interstate)

Web: [www.training.nsw.gov.au](http://www.training.nsw.gov.au)

#### Northern Territory

Department of Business and Employment  
Mitchell Centre, 11th Floor, 55-59 Mitchell Street, Darwin NT 0800  
PO Box 2391, Darwin NT 0801  
Ph: (08) 8901 1357                      Fax: (08) 8901 1326

Web: [www.dbe.nt.gov.au](http://www.dbe.nt.gov.au)

#### Queensland

Department of Education, Skills and Employment  
LMB 527, GPO Brisbane QLD 4001  
Ph: 1800 210 210

Web: <http://www.apprenticeshipsinfo.qld.gov.au>

#### South Australia

Department of Further Education, Employment, Science and Technology – Traineeship and Apprenticeship Services  
GPO Box 320, Adelaide SA 5001  
Ph: 1800 673 097                        Fax: (08) 8463 5654

Web: [www.dfeest.sa.gov.au/apprentices](http://www.dfeest.sa.gov.au/apprentices)

#### Tasmania

Skills Tasmania  
GPO Box 169, Hobart TAS 7001  
Ph: (03) 6233 7740                      Fax: (03) 6233 0588

Web: [www.skills.tas.gov.au](http://www.skills.tas.gov.au)

#### Victoria

Higher Education and Skills - Department of Education and Early Childhood Development  
GPO Box 266, Melbourne VIC 3001  
Ph: 1300 722 603                        Fax: (03) 9637 3564

Web: [www.skills.vic.gov.au](http://www.skills.vic.gov.au)

#### Western Australia

ApprentiCentre – Department of Training and Workforce Development  
Locked Bag 16, Osborne Park DC, WA 6916  
Ph: 13 19 54  
Ph: (08) 6551 5499                      Fax: (08) 9238 2633

Web: [www.apprenticentre.wa.gov.au](http://www.apprenticentre.wa.gov.au)

# Training Contract

This contract forms a legally binding agreement between an employer and employee for the training of Apprentices and Trainees leading to a nationally recognised qualification. In signing this contract the parties are bound by the obligations detailed below and the legislation of the State or Territory in which this training contract is to be registered.

## Training Contract Declaration

We, the employer, apprentice/trainee and parent or guardian (where applicable) have read and understood the **Training Contract Obligations** outlined below.

We declare that to the best of our knowledge the details entered on this Training Contract are true and correct. We understand that the giving of false or misleading information is a serious offence.

We understand that the information provided in this Training Contract:

- is collected for the purposes of registration, preparing statistics, reporting, program administration, monitoring and evaluation, calculating incentives and allowances paid to employers and apprentices/trainees and preventing dual payments;
- may be disclosed to and used for these purposes by the Australian Government, including the Department of Industry, Innovation, Science, Research and Tertiary Education (DIISRTE) and Centrelink, State/Territory government departments and agencies, employers, our Australian Apprenticeships Centre, Registered Training Organisation (RTO), non-government education authorities and the contractors or agents of any of these organisations, departments and agencies;
- may also be exchanged between DIISRTE and Centrelink (for Youth Allowance, Austudy and ABSTUDY administration) to provide confirmation that the apprentice/trainee who signed this declaration is an Australian Apprentice; and
- may otherwise be disclosed without consent where authorised or required by law.

We understand that this Apprenticeship/Traineeship Contract is legally binding in accordance with the **Training Contract Obligations** set out below and the legislation of the State or Territory in which this Training Contract is to be registered.

We understand that this Training Contract can only be terminated within the period of the probation and/or, in accordance with the requirements of the relevant State/Territory legislation, and that the probation periods are determined by the State/Territory Training Authority or relevant industrial award/agreement for this qualification and vocation.

We undertake to negotiate and sign a Training Plan with the chosen RTO as required by the relevant State/Territory Training Authority.

### The employer representative (on behalf of the employer named in Question 28)

Surname (family name)

Given names (in full)

Signed this day:

Day / Month / Year

Signature of employer representative

### The apprentice/trainee

Surname (family name)

Given names (in full)

Signed this day:

Day / Month / Year

Signature of apprentice/trainee

Signed this day:

Day / Month / Year

Signature of parent/guardian (for apprentice/trainee under 18 years of age)

Name of Apprenticeship/Traineeship (as designated by legislation/regulation):

## Training Contract Obligations

### For the employer, apprentice or trainee, and parent or guardian (where applicable)

We agree that:

- a) the Contract commences from the date stated in question 3, provided that it has been registered or approved under the provisions of the relevant State/Territory legislation
- b) the Contract can only be changed by our agreement and according to State/Territory legislation and the State/Territory Training Authority must be informed of the proposed change/s. In some States/Territories approval for the change/s must be sought
- c) the apprentice/trainee can see, and correct, any information about himself/herself in this Contract or held by the employer in relation to this Contract
- d) we will try to resolve any dispute we have between us, and if we can't, we will contact our State/Territory Training Authority to request assistance or to access the appropriate dispute resolution processes
- e) the Contract can be audited by the relevant State/Territory Training Authority or Australian Government Department
- f) the Contract is successfully completed when there is agreement from the employer, Registered Training Organisation and apprentice/trainee, and/or an acknowledgement by the State/Territory Training Authority, that the apprentice/trainee has attained all the required competencies
- g) this Contract expires if it reaches the term of the contract referred to in question 4 without the apprentice/trainee having attained all the required competencies or a request for an extension of the contract having been endorsed by a State/Territory Training Authority
- h) this contract may be terminated in accordance with the relevant State/Territory legislation.

### For the employer

I agree that I will:

- a) employ and train the apprentice/trainee as agreed in our Training Plan and ensure the apprentice/trainee understands the choices that he/she has regarding the training

- b) provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentice/trainee while at work, in accordance with the Training Plan
- c) make sure the apprentice/trainee receives on-the-job training and assessment in accordance with our Training Plan
- d) provide work that is relevant and appropriate to the vocation and also to the achievement of the qualification referred to in this Contract
- e) release the apprentice/trainee from work and pay the appropriate wages to attend any training and assessment specified in our Training Plan
- f) meet all legal requirements regarding the apprentice/trainee, including but not limited to, occupational health and safety requirements and payment of wages and conditions under the relevant employment arrangements
- g) repay any payment I receive that I am not entitled to
- h) work with our RTO and the apprentice/trainee to make sure we follow our Training Plan, keep training records up-to-date, and monitor and support the apprentice/trainee's progress; and
- i) let the relevant State/Territory Training Authority and the RTO know within five working days (or when the local State/Territory legislation requires, if this is different) if our Training Contract has become jeopardised.

I acknowledge that it is an offence to use information in the Contract to discriminate against any person, including the apprentice/trainee.

### For the apprentice/trainee

I agree that I will:

- a) attend work, do my job, and follow my employer's instructions, as long as they are lawful
- b) work towards achieving the qualification stated in our Training Contract
- c) undertake any training and assessment in our Training Plan.

### For the parent or guardian

I agree that I will:

uphold the responsibilities listed above for the apprentice/trainee until this person is 18 years of age.

## Apprenticeship/Traineeship Details

1 Title and level of qualification  
 \_\_\_\_\_  
 \_\_\_\_\_

2 National Qualification Code  
 \_\_\_\_\_

3 Commencement date of Apprenticeship/Traineeship  
 Day / Month / Year

4 Nominal term of Training Contract  
 (For NT this is the expected duration) (months) \_\_\_\_\_

5 The period of probation for this Apprenticeship/Traineeship (months) \_\_\_\_\_ (Not required in ACT)  
 (as defined by State/Territory legislation/regulation or relevant industrial award/agreement)

6 Type of Apprenticeship/Traineeship (NSW only)  
 Apprenticeship  Traineeship  Trainee Apprenticeship

7 Is the apprentice/trainee an existing worker?  
 No  Yes (Refer to Information to Help Complete the Training Contract)

## Apprentice/Trainee Personal Details

8 Surname (family name)  
 \_\_\_\_\_

Given Names  
 \_\_\_\_\_

9 Address (residential)  
 \_\_\_\_\_  
 State Postcode  
 \_\_\_\_\_

Address (postal)  
 \_\_\_\_\_  
 State Postcode  
 \_\_\_\_\_

10 Telephone number/s Home Mobile  
 ( ) \_\_\_\_\_

Email  
 \_\_\_\_\_

11 Date of birth  
 Day / Month / Year

12 Sex  Male  Female

13 Citizenship (Tick applicable box)  
 Australian citizen or permanent resident  
 A New Zealand passport holder who has been resident in Australia for 6 months or more (Refer to Information to Help Complete the Training Contract)  
 Other – Visa document number \_\_\_\_\_

14\* Are you of Aboriginal or Torres Strait Islander origin?  
 For persons of both Aboriginal AND Torres Strait Islander origin mark both 'Yes' boxes.  
 No  Yes, Aboriginal  Yes, Torres Strait Islander

15\* In which country were you born?  
 Australia  Other (Please specify) \_\_\_\_\_

16\* Do you speak a language other than English at home?  
 (If more than one language, indicate the one that is spoken most often.)  
 English only  Other (Please specify) \_\_\_\_\_

17\* Do you consider yourself to have a disability, impairment or long-term condition?  
 No  Yes (If you answered YES, you may qualify for additional assistance)

## Apprentice/Trainee Education & Training Details

18 Are you still attending secondary school?  
 No  Yes → What Year level are you currently in at school? (e.g. Year 11) \_\_\_\_\_  
 Name of Secondary School  
 \_\_\_\_\_

19 Is this an approved Australian School-based Apprenticeship?  
 No  Yes (Refer to Information to Help Complete the Training Contract)

20 What is your highest COMPLETED school level?  
 Year 12 or equivalent  Year 11 or equivalent  
 Year 10 or equivalent  Year 9 or equivalent  
 Year 8 or below  Did not go to school  
 → When did you complete that school level? \_\_\_\_\_ Month / Year

21 Have you successfully COMPLETED any of the following qualifications?  
 No  Yes → tick and complete any applicable boxes.

Commenced:	Completed:
<input type="checkbox"/> Bachelor Degree or higher	
<input type="checkbox"/> Advanced Diploma (or Associate Degree)	
<input type="checkbox"/> Diploma (or Associate Diploma)	
Month / Year <input type="checkbox"/> Certificate IV (eg Advanced Certificate/Technician)	Month / Year
Month / Year <input type="checkbox"/> Certificate III (eg Trade Certificate)	Month / Year
Month / Year <input type="checkbox"/> Certificate II	Month / Year
<input type="checkbox"/> Certificate I	
<input type="checkbox"/> Pre-Apprenticeship/Pre-Vocational	
<input type="checkbox"/> Certificates or qualifications other than above	Month / Year

Title and level of qualification/s obtained (Attach list if necessary)  
 \_\_\_\_\_

22\* If you have completed a qualification at Certificate Level III or above, do any of the following apply to you?  
 The qualification cannot be used because of an injury or disability  No  Yes  
 You are an Intensive Support Customised Assistance Client  No  Yes  
 You are unemployed and have been registered with Centrelink for 12 months or more  No  Yes  
 (If you answered YES to any of the above, you will need to attach evidence. Contact your Australian Apprenticeships Centre regarding evidence requirements.)

23 Have you previously worked as an apprentice or trainee?  
 No  Yes → Please provide details below. If you are unsure of any of these details, ask your Australian Apprenticeships Centre for assistance.

Name of company  
 \_\_\_\_\_

Title and level of qualification  
 \_\_\_\_\_

State/Territory/Overseas	Year of commencement	Apprentice/Trainee number
_____	_____	_____

24 Are you seeking credit to reduce the term of the Training Contract?  
 (Refer to Information to Help Complete the Training Contract) (Evidence is required and must be attached.)  
 No  Yes → How much credit are the parties seeking? (months) \_\_\_\_\_

25 Are you currently undertaking any other study?  
 No  Yes → Please provide details below.

Title and level of qualification  
 \_\_\_\_\_

## Parent or Guardian Details

If under 18 years of age, go to **Question 26**. If 18 years of age or over, go to **Question 28**.

**26** Surname (family name)

\_\_\_\_\_

Given names (in full)

\_\_\_\_\_

**27** Address

\_\_\_\_\_

State

Postcode

\_\_\_\_\_

Telephone number

Home phone number

Work phone number

Mobile phone number

( )

( )

**36** Workplace details

Total number of people  
employed by the firm

Total number of apprentices/  
trainees in this workplace

Number of workers able to demonstrate the relevant competencies  
available to supervise or train the apprentices/trainee in this workplace

**37** Name of contact person for this workplace

\_\_\_\_\_

Telephone number

Fax

( )

( )

Email

\_\_\_\_\_

**38** Type of employment arrangement

Federal Award  Australian Workplace Agreement

Certified Agreement  State Workplace Agreement

State Award  Other

Name of Agreement/Award

\_\_\_\_\_

**39** Please indicate the number of hours of employment and training per week  
and whether this Apprenticeship/Traineeship is full-time or part-time.

Number of hours work  
and training per week

Full-time  Part-time

**40** Prior to commencing THIS Apprenticeship/Traineeship, has the apprentice/  
trainee worked for, or been hosted by/to, the employer/host employer?

No  Yes → (To be completed with the assistance of your  
Australian Apprenticeships Centre)

Period of previous **full-time**  
employment/hosting: from

Day Month Year  
/ /

to Day Month Year  
/ /

Period of previous **part-time**  
employment/hosting: from

Day Month Year  
/ /

to Day Month Year  
/ /

Part-time: Number of  
hours per week

Period of previous casual  
employment/hosting: from

Day Month Year  
/ /

to Day Month Year  
/ /

Casual: Number of  
hours per week

**41** Is the apprentice/trainee in a business relationship with this employer?

(Examples include partnership, director or franchise arrangement – family trusts excluded.)  
(Refer to Information to Help Complete the Training Contract)

No  Yes → Type of business relationship

\_\_\_\_\_

**42** Has the employer previously received Australian Government Incentives  
for this apprentice/trainee and/or has the employer received or applied to  
receive any other government assistance for this apprentice/trainee?

No  Yes → Please provide details below.

\_\_\_\_\_

## Employer Details

**28** Legal name of employer (Refer to Information to Help Complete the Training Contract)

\_\_\_\_\_

\_\_\_\_\_

**29** Australian Business Number (ABN) of your legal entity

\_\_\_\_\_

**30** Trading name

\_\_\_\_\_

\_\_\_\_\_

**31** Postal Address

\_\_\_\_\_

State

Postcode

\_\_\_\_\_

**32** Telephone number

Business

Fax

( )

( )

Mobile

\_\_\_\_\_

Email

\_\_\_\_\_

**33** What is the industry or principal activity of the business?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**34** Type of employer

Private sector

Local Government

Government Business Enterprise

State Government

Group Training Organisation

Federal Government

## Registered Training Organisation Details

Name of Registered Training Organisation (RTO)

\_\_\_\_\_

Telephone number

Contact Officer

( )

## Australian Apprenticeships Centre Details

Name of Australian Apprenticeships Centre

\_\_\_\_\_

Telephone number

Contact Officer

( )

## Employment and Training Details

(For apprentices/trainees employed through Group Training Organisations in NSW,  
TAS, WA, NT, VIC and ACT, provide the name and address of the first host employer.)

**35** Name of workplace where apprentice/trainee will be employed

\_\_\_\_\_

Address of workplace where apprentice/trainee will be employed

\_\_\_\_\_

State

Postcode

\_\_\_\_\_

## Information on Australian Government Australian Apprenticeships Incentives

Australian Apprenticeships, formerly known as New Apprenticeships, encompass all apprenticeships and traineeships. They combine time at work with training and can be full-time, part-time or school-based. Australian Apprenticeships are a stepping stone to ongoing employment or further education and training, and a great way to get a head start to a career.

The Australian Apprenticeships Incentives Program encourages employers to offer the kinds of employment-related training opportunities that will encourage people to acquire and expand their working skills.

For further details about the incentives listed here, including application forms and advice about whether you may be eligible, contact your Australian Apprenticeships Centre.

### Eligibility for Australian Government Incentives – Information for Employers

This Training Contract has been designed to assess your eligibility for Australian Government Australian Apprenticeships Incentives. These Incentives can include Commencement, Recommencement, Completion and other special incentives.

Eligibility is assessed on a number of criteria, including but not limited to:

- the date the Australian Apprentice commences or recommences with an employer ;
- the employment status of the Australian Apprentice at the date the incentive falls due;
- the location of the workplace;
- the accredited training program is in place;
- the type of employment relationship; and
- the formal approval by the State or Territory Training Authority.

If you are eligible for Australian Government Incentives, you will need to complete a separate Claim Form available from your Australian Apprenticeships Centre in order to be paid. This Claim Form should be lodged following:

- approval of the Training Contract ;
- after the apprentice/trainee has commenced training according to the approved Training Plan; and
- after the Australian Government three-month waiting period has expired and the apprentice/trainee is still employed by your business and any State/Territory probation period has been completed.

### Taxation

If you are eligible for Australian Government Incentives you should be aware that if you do not provide your ABN when lodging a Claim Form, the Department of Industry, Innovation, Science, Research and Tertiary Education will be obliged to withhold 46.5% of the incentive payment and remit it to the Australian Taxation Office.

You should seek independent advice regarding your taxation position.

### Other Australian Government Assistance

#### Assistance for Apprentices/Trainees with a Disability

The Australian Government may provide assistance to employers of apprentices/trainees with a disability, including the Disabled Australian Apprenticeships Wage Support program, Tutorial Assistance, Mentor/Interpreter Assistance. Workplace modifications may be available for disabled apprentices and trainees. If applying for assistance you will need to complete an Application Form and an Occupational Assessment Form.

#### Living Away From Home Allowance

Apprentices/trainees may be eligible for a Living Away from Home Allowance for the first 36 months of an Apprenticeship/Traineeship, if they had to move away from their parents'/guardians' home to commence or remain in the Apprenticeship/Traineeship, or if they are homeless.

## Information You Need to Know

### National Code of Good Practice for Australian Apprenticeships

This code explains the rights and responsibilities of the people who sign this contract. Free copies of the code are available from your Australian Apprenticeships Centre.

#### Making choices

##### a. Choosing a Registered Training Organisation (RTO)

The employer and the apprentice/trainee must select an RTO to provide training from a list available from your Australian Apprenticeships Centre or State/Territory Training Authority. The apprentice/trainee must be enrolled with the selected RTO. Contact your Australian Apprenticeships Centre or State/Territory Training Authority for the list. (See the **Contacts for Further Information** and Assistance section of this document for contacts.)

The employer and apprentice/trainee have a right to:

- ask RTOs for accurate and timely information about training options they can offer you
- identify and select the training outcomes from nationally endorsed Training Packages or accredited courses that are available in your State/Territory
- negotiate a Training Plan with the RTO according to the relevant State/Territory Training Authority.

##### b. Training Plans

A Training Plan sets out the training that an apprentice/trainee will do both on-the-job and off-the-job. It also sets out how the RTO will ensure the apprentice/trainee will receive quality training - both on-the-job and off-the-job.

It's important that the employer and the apprentice/trainee know how the Plan will work and are well-informed about it.

Training Plans reflect the choices made in relation to:

- the RTO that will provide the training
- which competency standards will be covered and in what order
- when, where and how training is provided
- which trainer/facilitator provides the training
- who assesses the apprentice/trainee
- how the training is evaluated.

#### Qualifications and records

Once the apprentice/trainee successfully completes all assessment requirements of the Training Plan, the RTO must issue the qualification specified in the Plan. If the apprentice/trainee only completes some of the competency standards, the RTO must issue a Statement of Attainment. The RTO will keep the relevant records.

#### Allowances and Incentives

A range of Australian Government and State/ Territory incentives and subsidies may be available from time to time. For more information, see the **Information on Australian Government Australian Apprenticeships Incentives** section of this document.

State/Territory government allowances may also be available where the apprentice/trainee has to travel away from home to attend training.

Check with an Australian Apprenticeships Centre in your region.

Existing workers who become apprentices/trainees may not attract Australian Government or State/Territory subsidies and incentives.

# Information to Help Complete the Training Contract

## Information to Help Complete the Training Contract

### Questions marked (\*) 14, 15, 16, 17 and 22 are optional questions

You are not required to complete these questions, however, if you answer question 22 it may assist in processing your claim for incentives.

### Questions 1, 2, 21 and 25 – Title, Level and Code of Qualification

Apprentices/trainees who successfully complete their training receive a nationally recognised qualification. Qualification titles and levels are laid out in the relevant nationally endorsed industry Training Package or accredited training course. Titles and levels are also on the Australian Qualifications Framework certificates issued by RTOs. Qualification codes are available from the National Register, training.gov.au (www.training.gov.au). Your Australian Apprenticeships Centre or RTO can also provide this information.

### Question 6 – Trainee Apprenticeships – NSW only

NSW training legislation provides for 'trainee apprenticeships'. Trainee apprentices do not undergo a probationary period and are mainly established in the building and construction industry. They may work for various employers in the same industry at different times. The employer or employee can terminate trainee apprenticeships on the period of notice specified in the relevant award. Trainee apprentices complete the same on-the-job and off-the-job training as other apprentices and, at the conclusion of the trainee apprenticeship, they receive the same qualifications and certification.

### Question 7 – Existing Worker

An existing worker is defined as a person who has been employed by the applicant employer continuously for more than 3 months full-time or 12 months casual or part-time or a combination of both, immediately prior to the commencement date of the Training Contract as shown in question 3.

State/Territory/Australian Government incentives may not apply to existing worker arrangements. You should contact your nominated Australian Apprenticeships Centre for advice in relation to eligibility for any incentives.

### Question 13 – New Zealand Passport Holders

Australian Government incentives are only available to New Zealand passport holders if the applicant has been resident in Australia for 6 months or more. However, a Training Contract with the New Zealand passport holder could still be registered. Contact your Australian Apprenticeships Centre or State/Territory Training Authority for more information.

### Question 19 – Australian School-based Apprenticeship

Australian Apprenticeship training undertaken by a student will be an Australian School-based Apprenticeship when all of the following apply:

- the student is enrolled in a senior secondary certificate under the relevant Education Act
- the school or education provider at which the student is enrolled acknowledges and endorses the Training Plan/Outline required by the Apprenticeship/Traineeship Training Contract
- the Australian School-based Apprenticeship is recognised on the senior secondary certificate.

(Note: The term Australian Apprenticeships relates to apprenticeships and traineeships)

### Question 24 – Credit

An apprentice/trainee may gain "credit" for relevant prior learning or experience. This prior learning or experience must be formally recognised and may mean the duration of the Training Contract can be changed. Credit may also affect industrial relations arrangements and incentive payments. For more information contact your Australian Apprenticeships Centre or RTO.

Your RTO should discuss the issue of credit for prior learning with you during the negotiation of the Training Plan associated with this contract of training.

### Question 28 – Legal Name of Employer

The employer must provide the name of the employer's legal entity. This will be a person's name, a company name, or the name of an incorporated association, NOT a trading name, business name, or name of a trust.

### Questions 34 and 35 – Group Training Organisation

A group training organisation employs apprentices/trainees and places them with host employers. The host employer and the company providing the group training services must be separate legal entities.

### Question 39 – Full-time/Part-time Apprentices and Trainees

Apprenticeships/traineeships may be undertaken full-time or part-time. A full-time apprentice/trainee is one whose ordinary hours of employment, including the training component, are not less than the usual hours of employment for a full-time employee in that occupation. Part-time provisions vary across Australia and across occupations. Averaging of hours may be possible in some jurisdictions (not in SA). Please check with your State/Territory Training Authority.

For more information contact an Australian Apprenticeships Centre in your region or State/Territory Training Authority. See the **Contacts for Further Information and Assistance** section for further contact details.

### Question 41 – Business Relationship

A business relationship includes a pre-existing or current business relationship between the employer and the apprentice/trainee; for example, when the apprentice/trainee is a partner, a director of the company, a previous director or partner or involved in franchise arrangements.



## Attachment C

### **FAIR WORK COMMISSION**

Matter No: AM2016/14 Training Costs

Re Applicant: "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU)

### **WITNESS STATEMENT OF IAN CURRY**

I, Ian Curry, of 229 Greenhill Road, Dulwich, in the State of South Australia, solemnly and sincerely affirm and declare:

#### **PERSONAL INFORMATION**

1. I am the National Coordinator, Skills Training & Apprenticeships employed by Australian Manufacturing Workers' Union.
2. I have represented the AMWU and/or the ACTU on a number of bodies associated with the design, development and regulation of the training and apprenticeship systems since the late 1990's.
3. Most relevantly, I have played a longstanding role in the resolution of apprentice and trainee disputes through my involvement with the Dispute Resolution Committee of the SA Accreditation and Registration Council, the Grievance, Dispute Resolution Committee of the SA Training & Skills Commission and the Assessor Panel appointed to assist the SA IRC in settling disputes between employers and apprentices and trainees.

#### **TRAINING COSTS FOR TRAINEES IN THE MANUFACTURING INDUSTRY**

4. In my many years of experience of the Apprenticeship and traineeship system I have come across only one instance where employers, or employer representatives, have made submissions that apprentices and trainees should

<b>Lodged by:</b> Warren Tegg AMWU National Research Centre	Telephone: +61 2 8868 1500
<b>Address for Service:</b> Level 3, 133 Parramatta Rd, Granville NSW 2142	Fax: +61 2 9897 9275 Email: warren.tegg@amwu.asn.au



be required to pay for the costs of training associated with their training contract.

5. It is my experience that taxpayers pay the bulk of training fees associated with traineeship and apprenticeship training through direct subsidies, and that any residual costs of training, textbooks and travel are paid for by employers, either directly, or by reimbursement.
6. It is my view, based on my experience, that the ordinary practice of employers is to pay the costs associated with training in order to meet their obligation to “employ and train the apprentice/trainee as agreed in the Training Plan ...” as specified in the nationally consistent standard form Training Contract used by all jurisdictions to my knowledge.
7. I attach a copy of correspondence from then SA Minister for Employment, Training and Further Education, the Hon Paul Caica MP who, in response to a direct request from SA Unions in 2006 to clarify whether apprentices were expected to cover the ‘industry charge; associated with training Contracts, stated in reply that “... it is not the intention of the South Australian Government that the cost is borne by the apprentice or trainee.”
8. It is my consistent experience that the costs associated with payment of course fees, text books and travel expenses for training undertaken under a training contract are overwhelmingly borne by employers.
9. It would be inappropriate to saddle apprentices and trainees with the often substantial costs of participation in Training Contracts given the almost routine requirement for substantial costs associated with traveling long distances, including interstate travel, textbooks and course fees.
10. To do so would be to overturn hundreds of years of apprenticeship culture and to abrogate the responsibility of the employers of apprentices and

trainees to the role of passive bystander in the process of developing a skilled workforce that they are the ultimate consumer of.

END

**IAN CURRY**

**01 AUGUST 2016**



# 2015 AMWU National Apprentice Survey

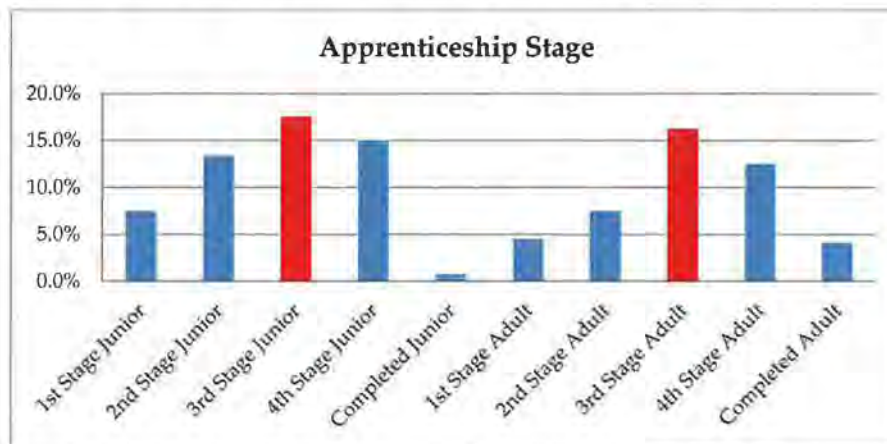
*Apprentice wages matter, but mostly because costs are hurting,  
and we are not delivering on quality apprentice experiences*

The top 5 issues of concern to apprentices in this important survey tell us that costs associated with tools and travel to training, as well as poor quality training and a lack of proper mentoring, not just poor pay, may be driving declining completion rates.

## Methodology

The survey was conducted through a mix of online survey tools and telephone interviews conducted by trained call centre staff. The target respondents were AMWU members that were apprentices or recently completed apprentices.

They came from a mix of ages and apprenticeship stages with the highest percentages of respondents coming from 3<sup>rd</sup> Stage Junior and 3<sup>rd</sup> Stage Adult apprentices.



The average age of respondents was 23.7 years.

Respondents came from a broad mix of trades and industry sectors representative of the AMWU's trade coverage:

- Printing
- Aeroskills
- Automotive
- Metal & Engineering
- Technical

## Structure

The survey results have been collated into 6 broad categories of data.

- Demographic
- Financial
- Training
- Work & Conditions
- Cost of Living
- Issues & Importance

## Key Findings and Analysis

### Demographics

- Only 10% of respondents were women;
  - Only about 25% of respondents were aged under 20 while 40% were between 20 – 24 years of age;
  - The average age of respondents was 23.7 years.
- About 67% of respondents completed year 12;
- Almost 50% identify as being in a committed relationship;
  - 18 % have children;
  - about 11% of those with children are paying child support.

### Financial

- About 60% of apprentices have less than 1 month's pay in savings;
- Only about 29% carry a credit card debt and less than 10% report missing credit card payments;
- About 50% report having other forms of debt;
- Almost 60% report struggling to pay their bills.

### Work and Conditions

- Around 88% of respondents were engaged in Mechanical, Fabrication and Automotive trades;
- The average weekly pay of respondents was \$820.38;
  - 1st year Junior averaged \$13.20 per hour;
  - 4th year Junior averaged \$26.09 per hour;
  - About 75% of apprentices are doing overtime, but interestingly 84.4% of 2nd year apprentices do overtime.

### Training

- Just over 65% of respondents do their training through block release;
  - Almost 35% of them do 2 or more blocks per year;
  - A little over 52% report spending less than \$500 per year on training, but 16% spend between \$1000 - \$4999;

## 2015 AMWU National Apprentice Survey

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- Almost 17% receive no reimbursement of fees and other costs but a further almost 27% only receive partial reimbursement.

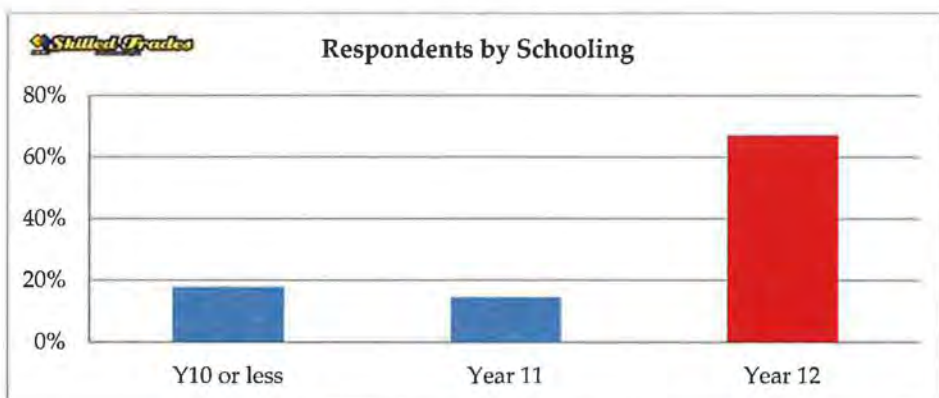
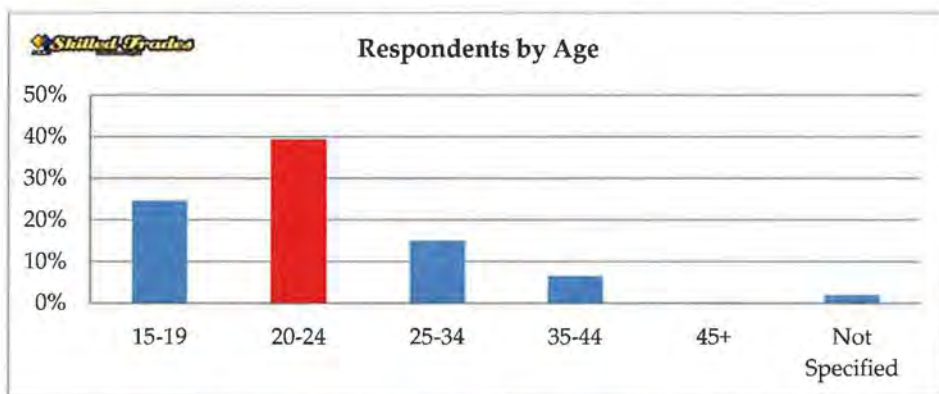
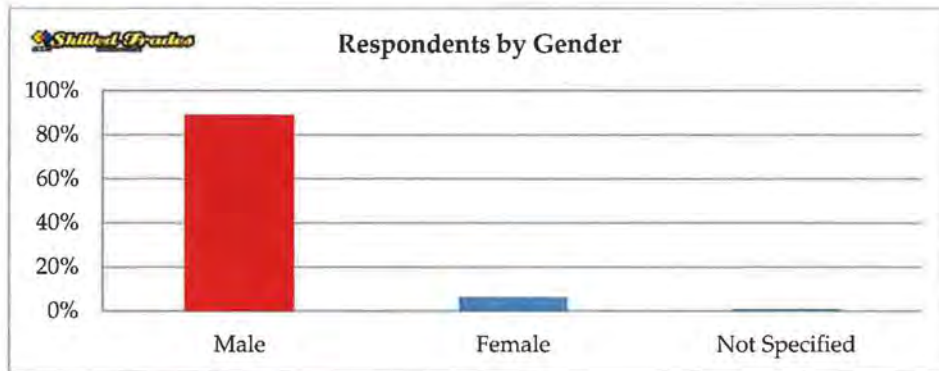
### Cost of Living

- Respondents reported weekly average expenditure of:
  - \$276.59 in total housing related costs;
  - \$29.36 in mobile and home phone costs;
  - \$241.40 in car and related running costs;
  - \$146.42 in ancillary costs.

### Concerns

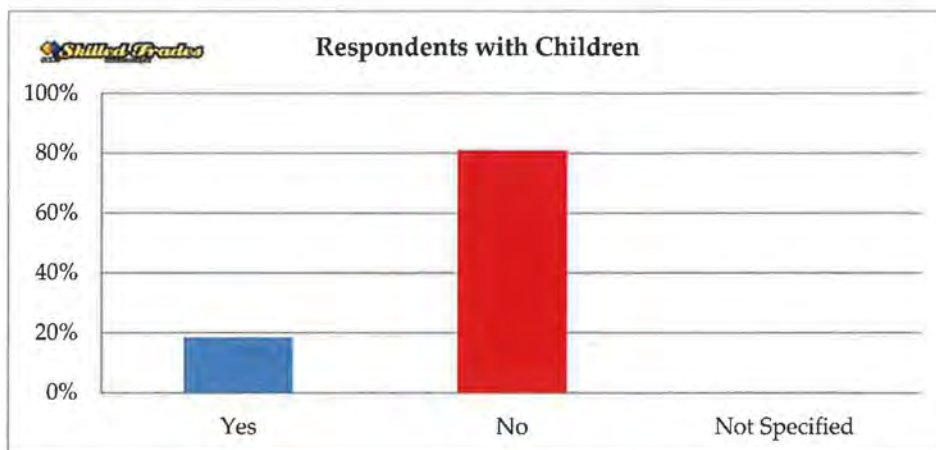
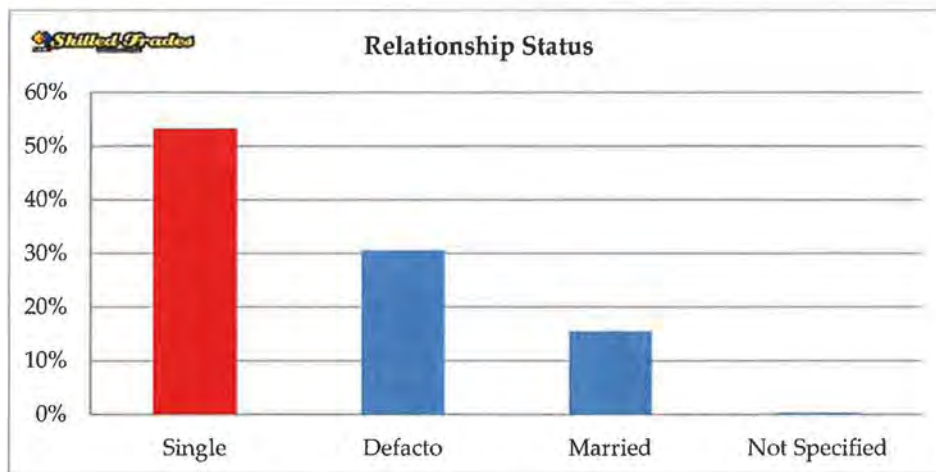
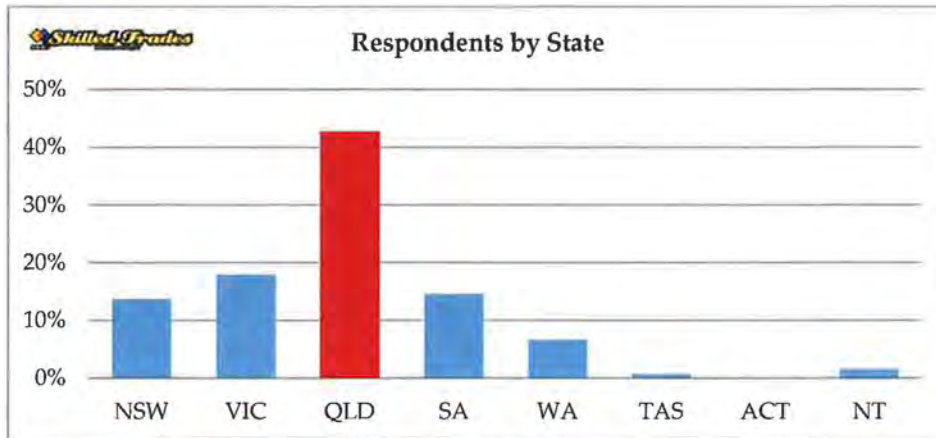
- Cost of tools was 'Important' or 'Very important' for 76.9%;
- Low apprentice pay was 'Important' or 'Very Important' for 71.4% of respondents
- Lack of proper mentoring was 'Important' or 'Very important' for 63.9%
- Poor quality training was 'Important' or 'Very important' for 58.0%
- Cost of travel was 'Important' or 'Very important' for 55.9%

## Appendix 1: Charts - Demographics



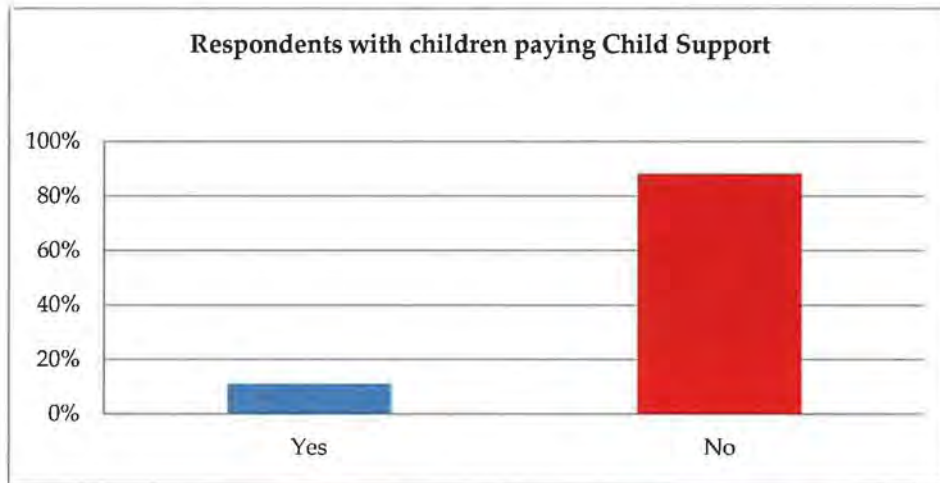
## 2015 AMWU National Apprentice Survey

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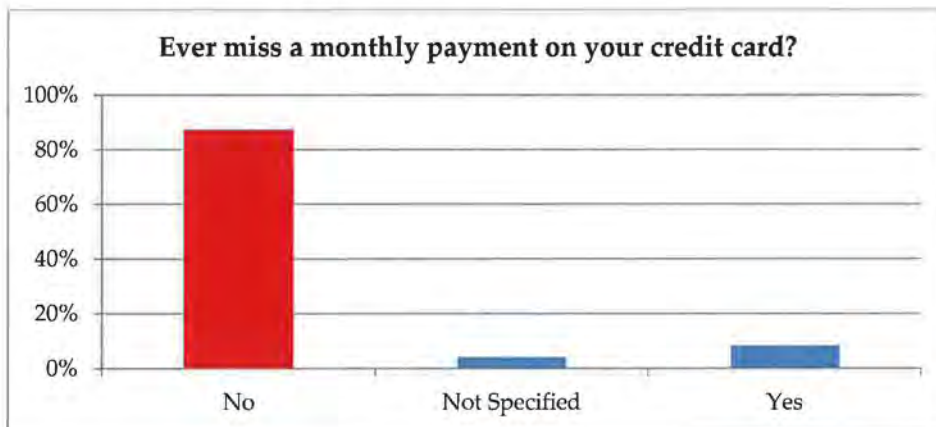
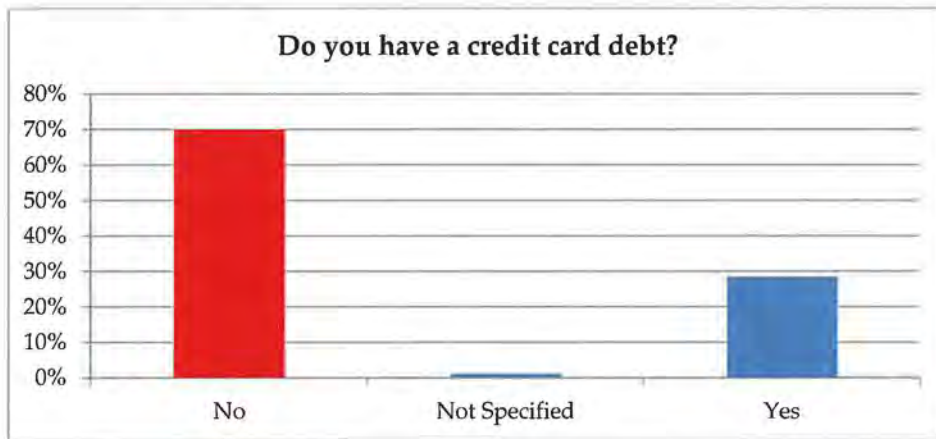
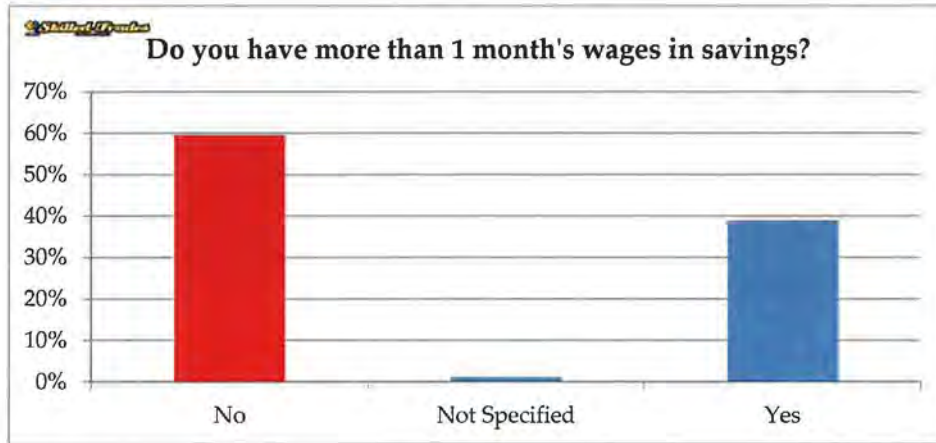




## 2015 AMWU National Apprentice Survey

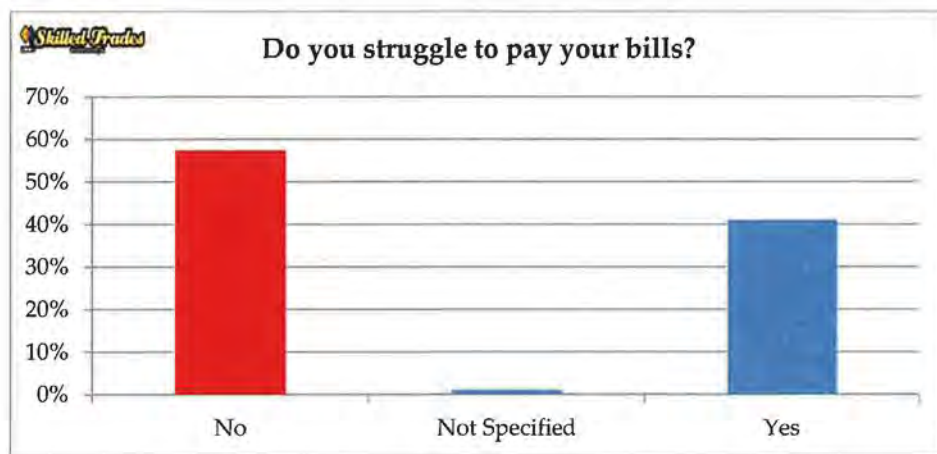
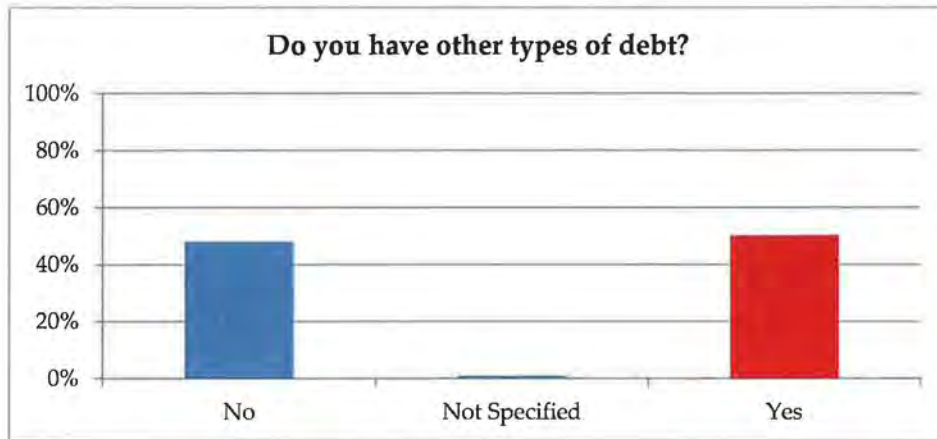


## Appendix 2: Charts - Financial

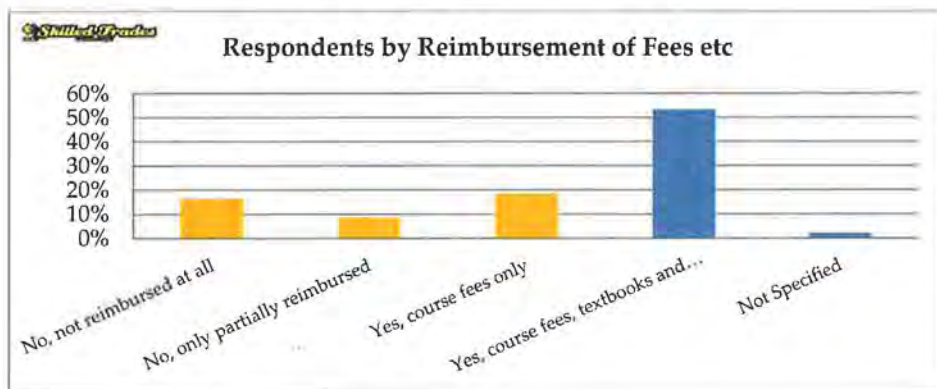
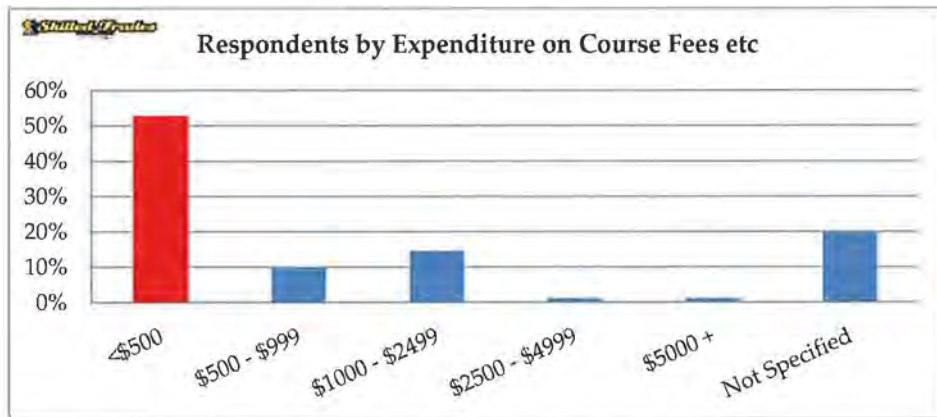
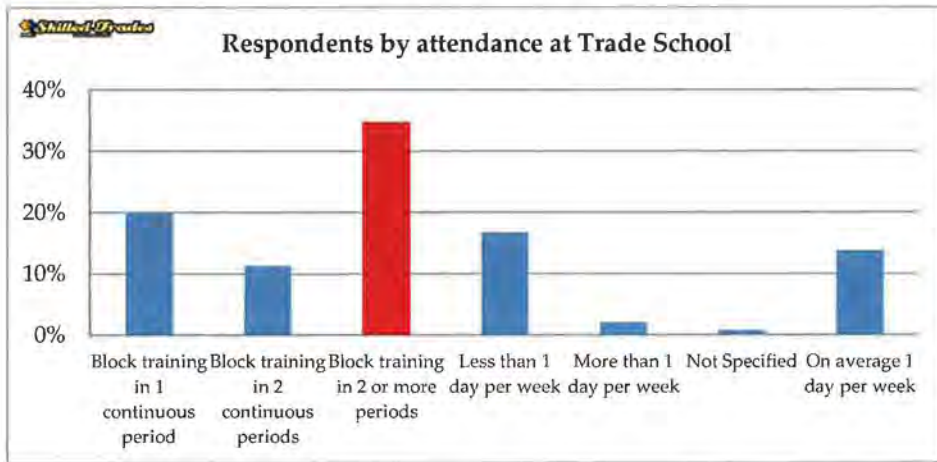


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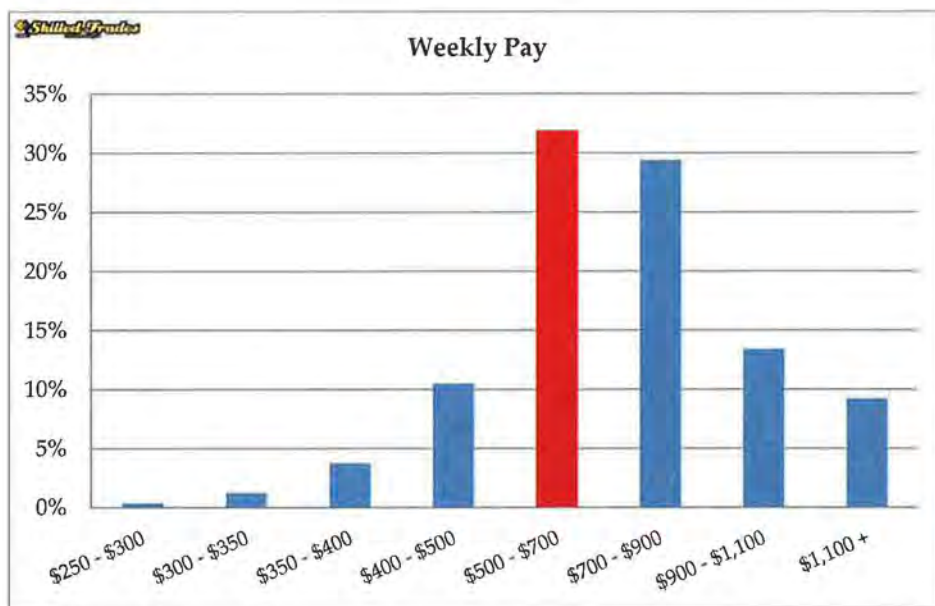
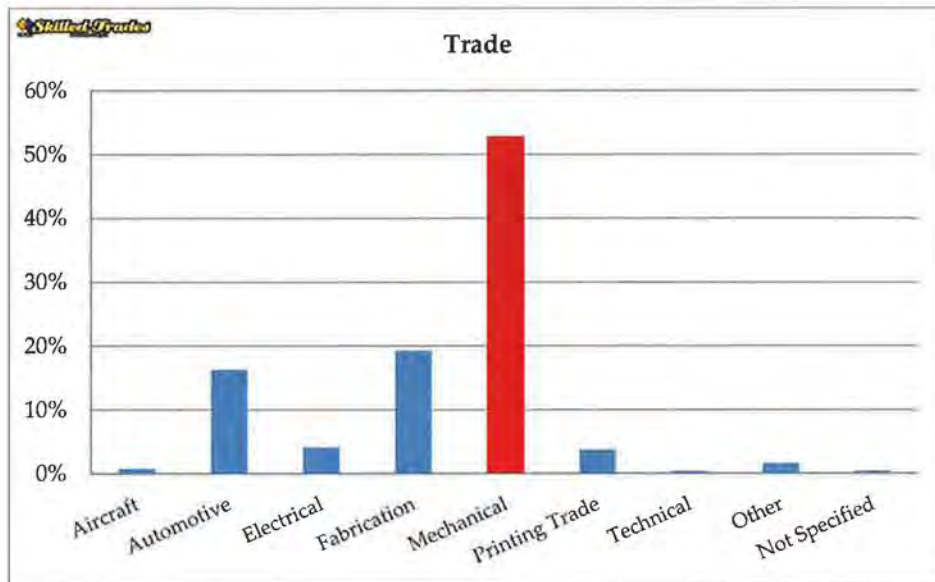
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### Appendix 3: Charts – Training

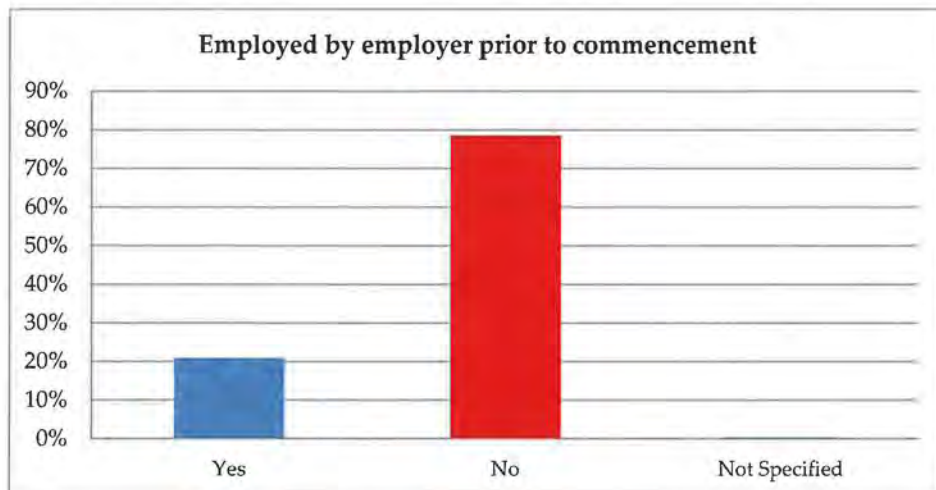
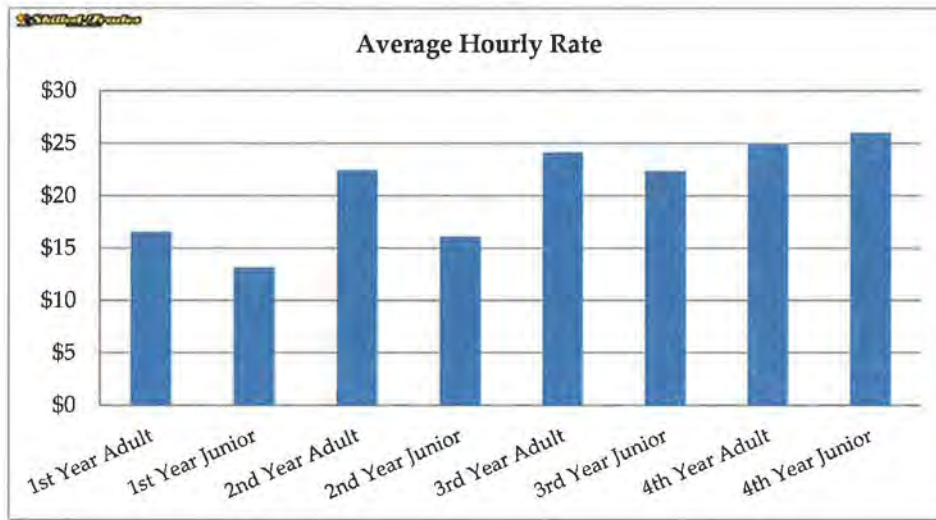


## Appendix 4: Charts – Work & Conditions



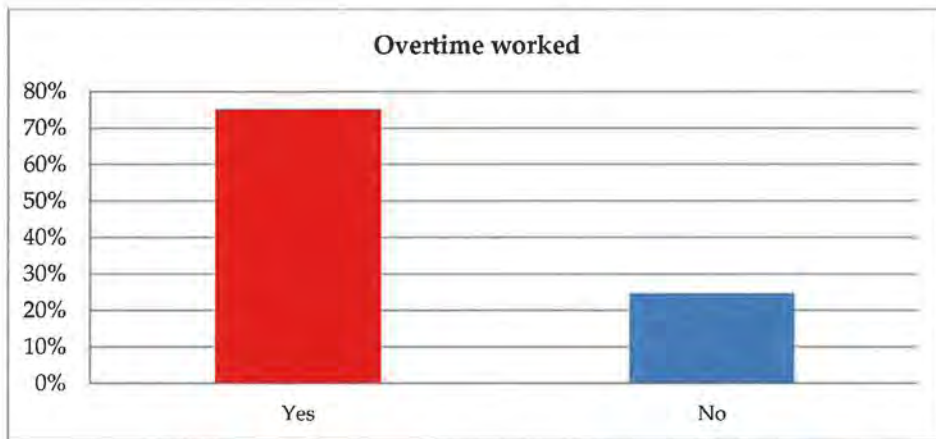
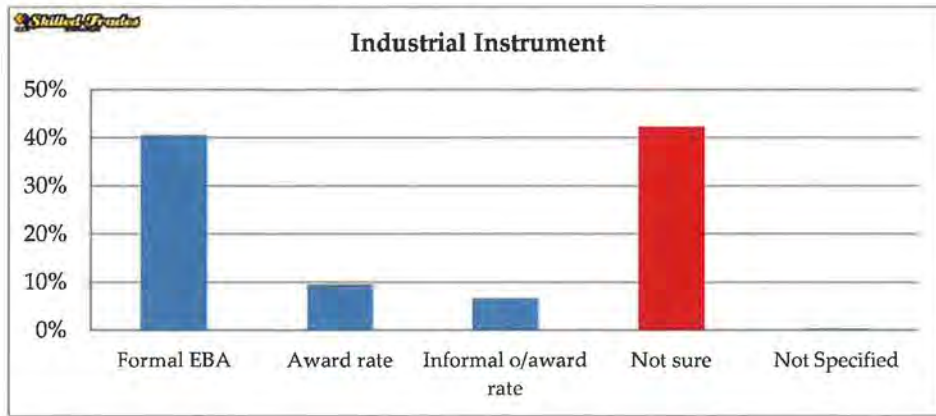
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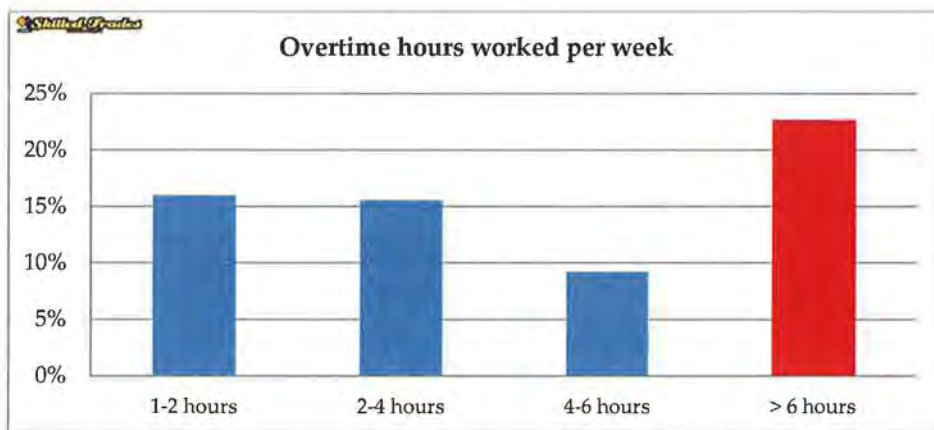
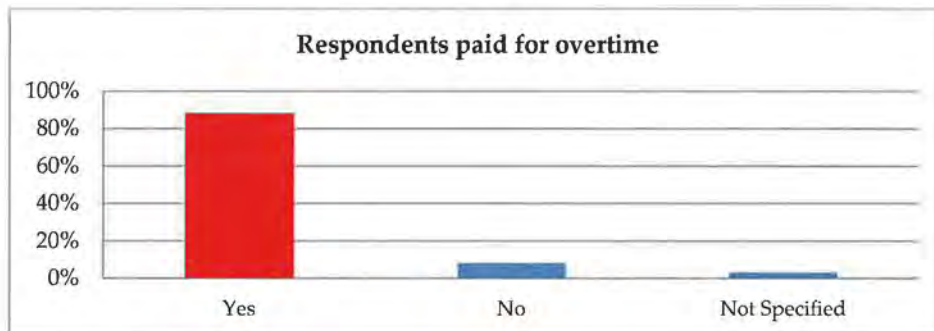
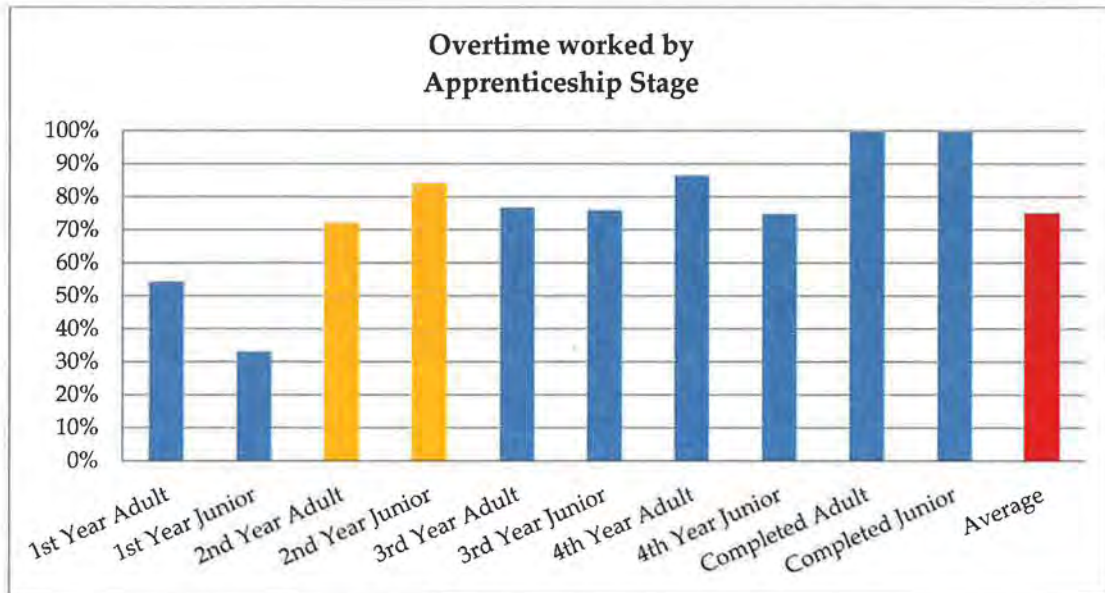
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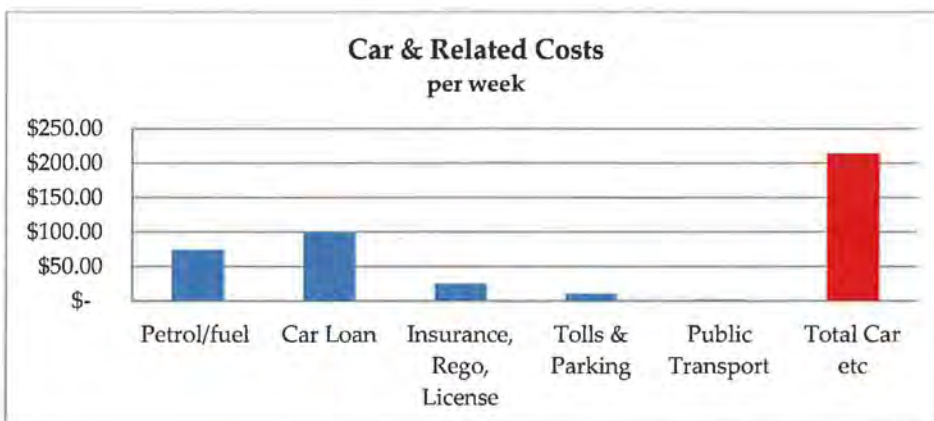
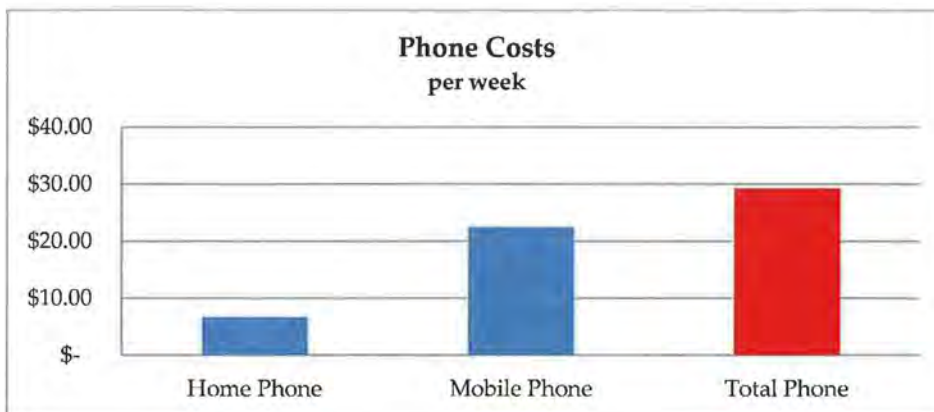
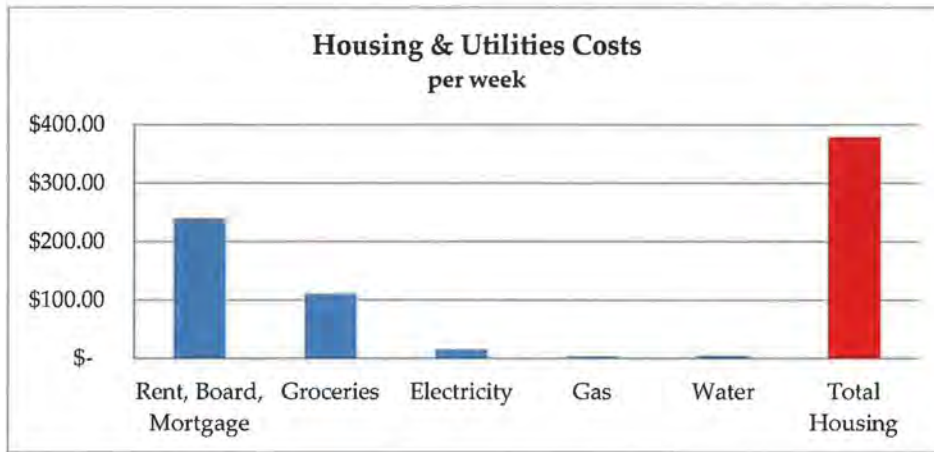
2015 AMWU National Apprentices Survey

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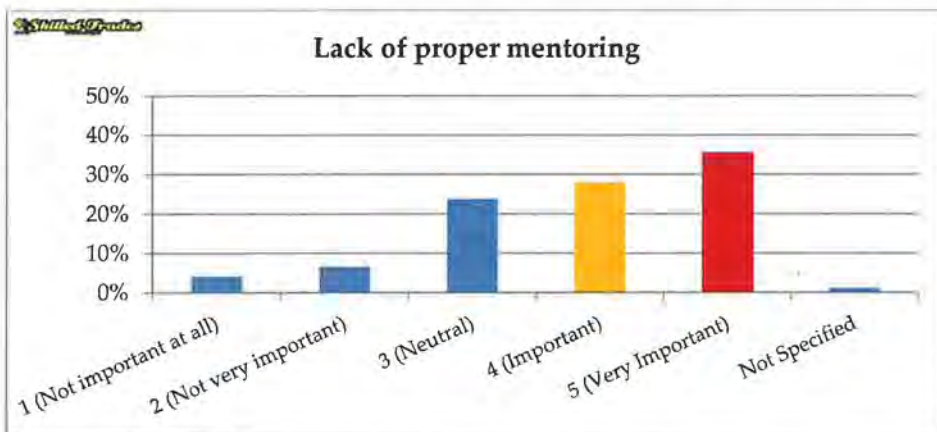
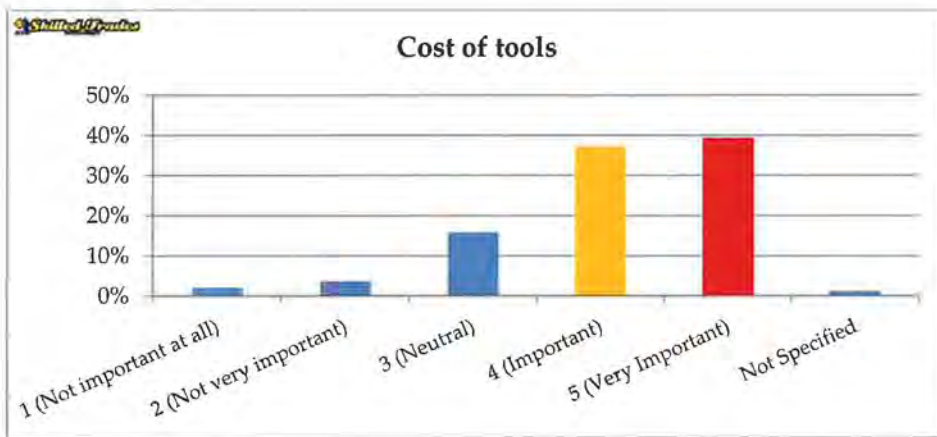
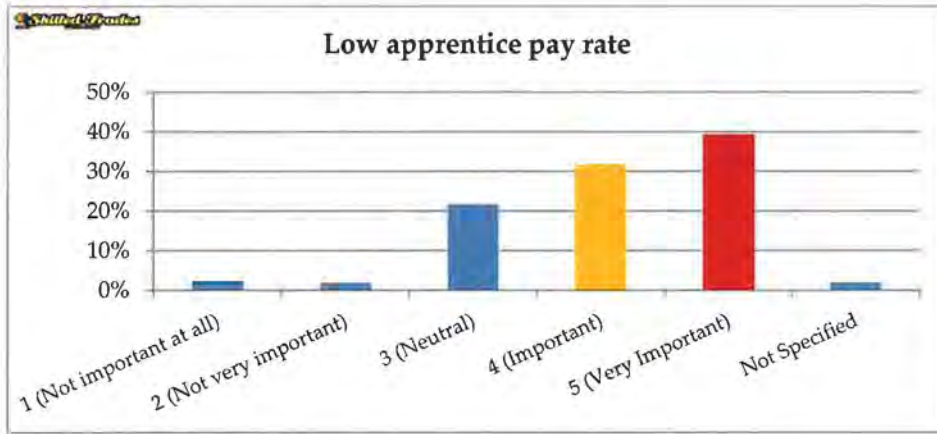




## Appendix 5: Charts – Cost of Living

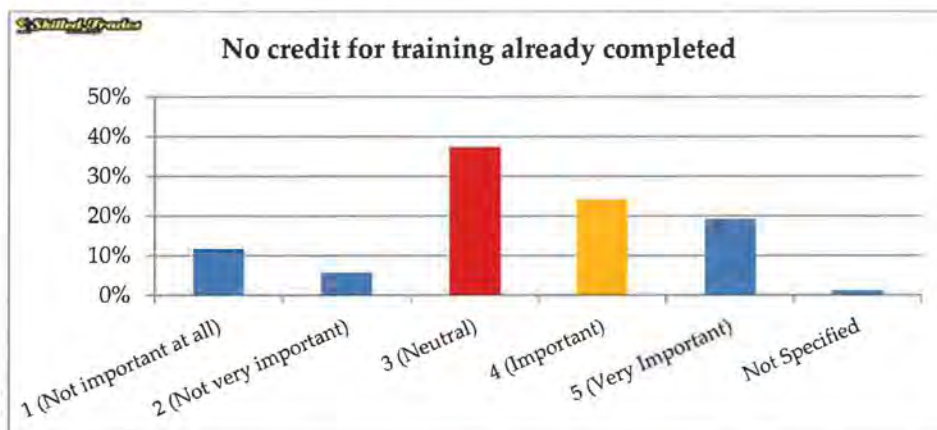
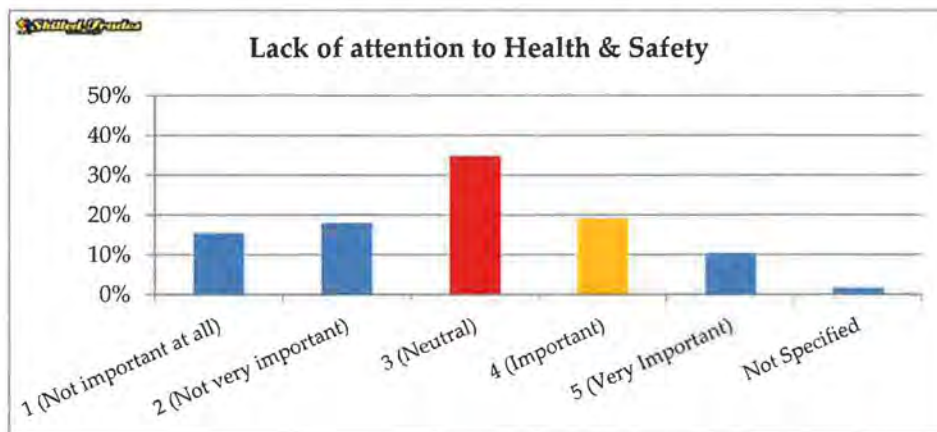
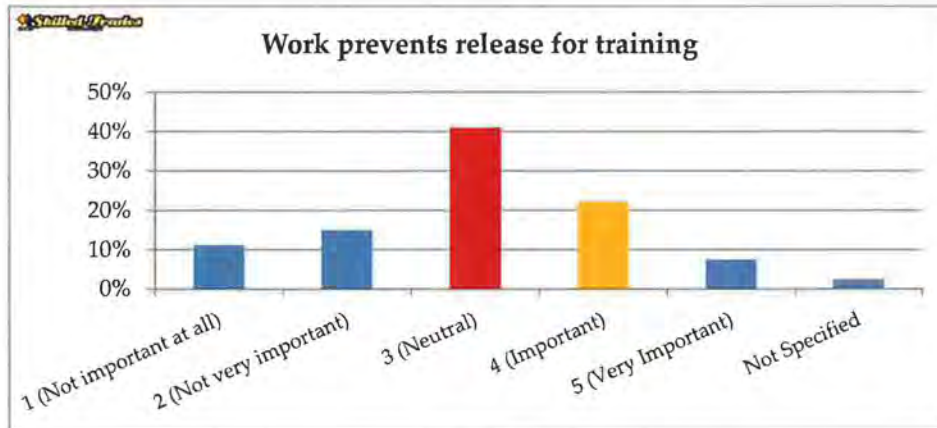


## Appendix 6: Charts - Concerns



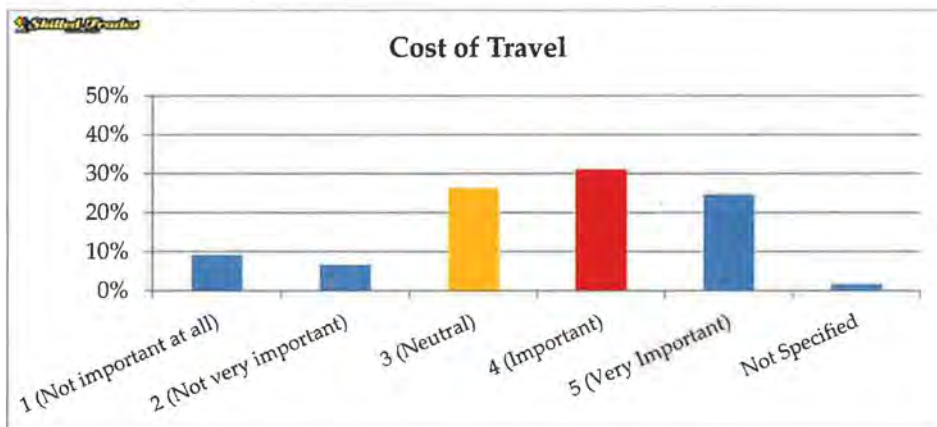
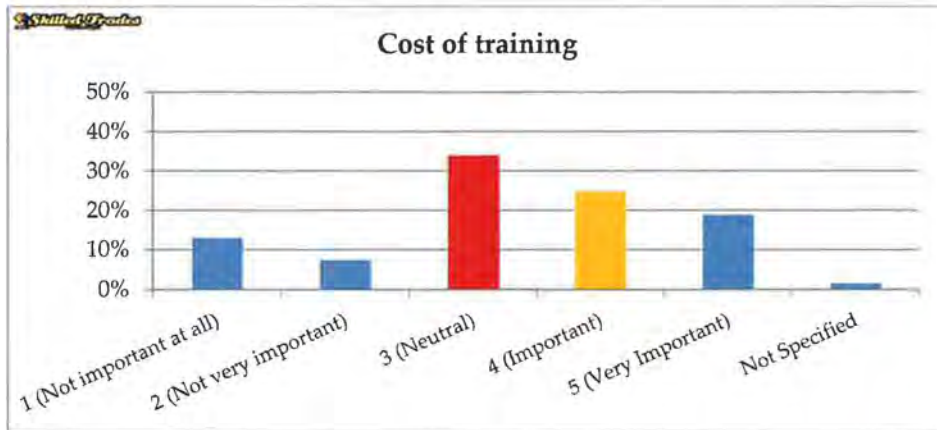
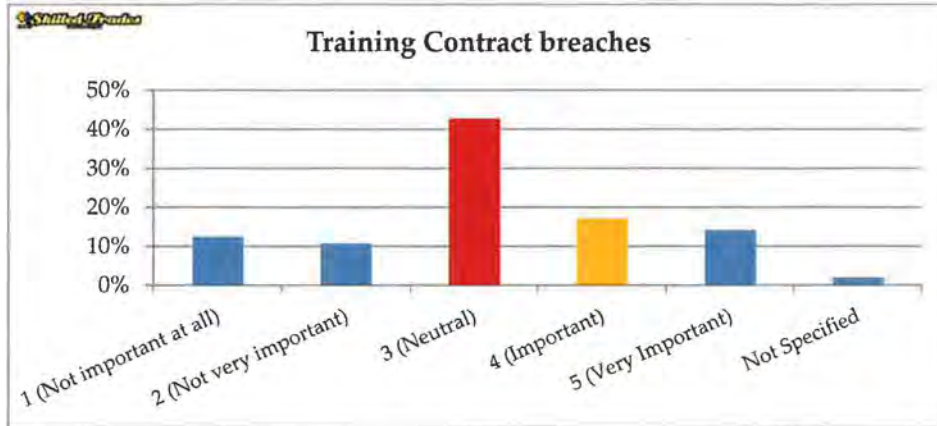
## 2015 AMWU National Apprentices Survey

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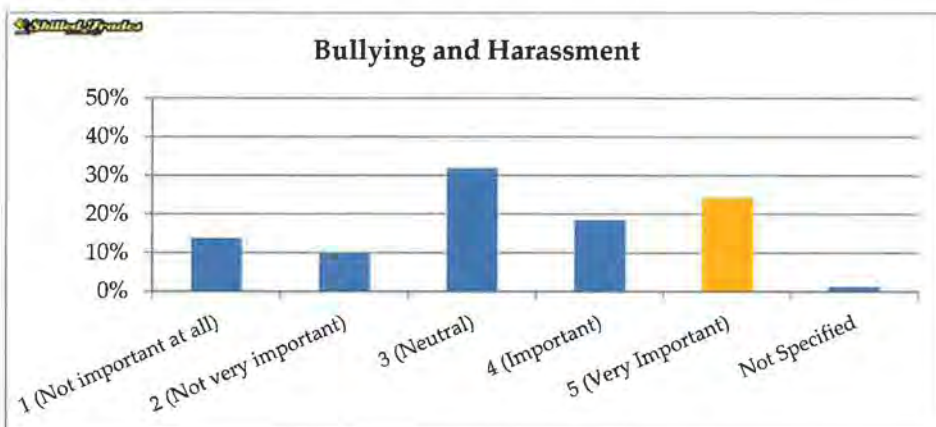
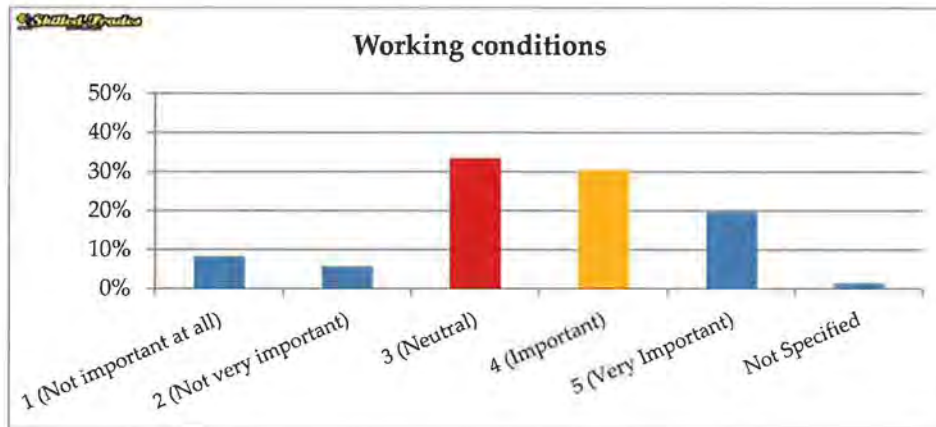
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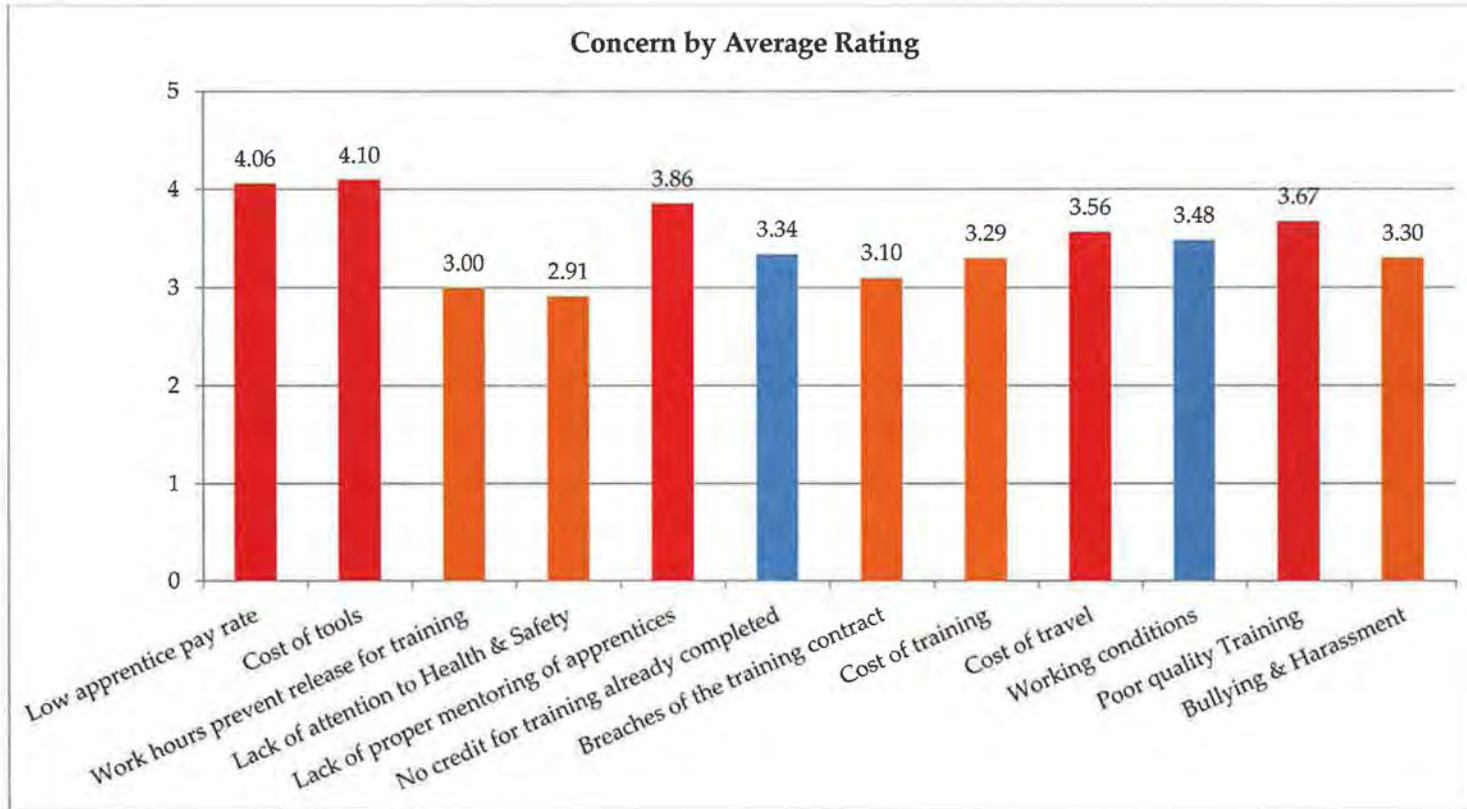
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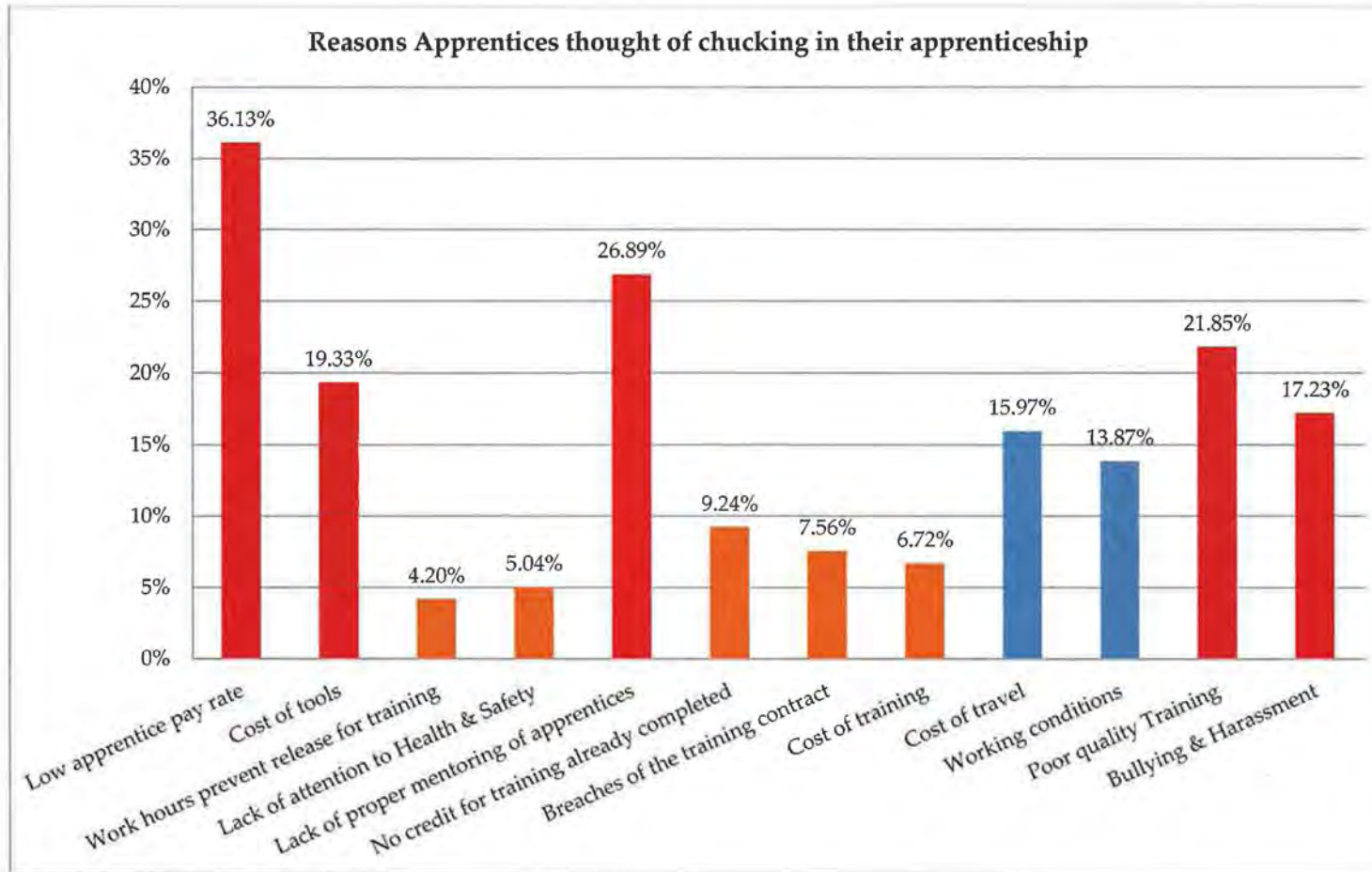


## 2015 AMWU National Apprentice Survey

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The Hon Paul Caica MP  
Member for Colton

Attachment E

to client



Government  
of South Australia

Ref No: MET 06/01430

17 October 2006

18 OCT 2006

Minister for Employment,  
Training and Further  
Education

Minister for Youth

Minister for Gambling

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Adelaide SA 5000

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Adelaide SA 5001  
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Tel 08 8226 8520

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ABN 43 266 201 237

caica.paul@saugov.sa.gov.au

Ms Janet Giles  
Secretary  
SA Unions  
46 Greenhill Road  
WAYVILLE SA 5034

  
Dear Ms Giles

Thank you for your letter of 28 September 2006 regarding the State budget and TAFE fees.

To clarify the issue you raise regarding the increase in the user choice fee from \$1.50 per hour to \$2.00 per hour, it is not the intention of the South Australian Government that the cost is borne by the apprentice or trainee. For an apprenticeship, the new rate will result in an average rise of \$450 over a four year apprenticeship. It is the government's view that apprentices and trainees already make a contribution by being prepared to earn low wages in the form of a discounted training wage.

While most employers currently pay the user choice fee on behalf of their apprentice or trainee, unfortunately others do pass the cost on. The Department of Further Education, Employment, Science and Technology has written to employers, encouraging them to pay the fee as their contribution to the training effort.

The State Government is committed to investing in the skills of our young people by subsidising the majority of the costs of the off-the-job training for the State's 34,000 apprentices and trainees. By raising the user choice fee, the State Government is able to spread the \$39 million further, through subsidising more apprenticeships and traineeships.

Thank you for your interest in seeking clarification on this important issue.

Yours sincerely

A handwritten signature in black ink, appearing to be "Paul Caica".

PAUL CAICA  
MINISTER FOR EMPLOYMENT, TRAINING AND FURTHER EDUCATION