

MA000059

FAIR WORK COMMISSION

DECISION

Fair Work Act 2009

s.156 – 4 yearly review of modern awards

4 yearly review of modern awards – Apprentice conditions

(AM2014/192)

MEAT INDUSTRY AWARD 2010

[MA000059]

Meat industry

JUSTICE BOULTON, SENIOR DEPUTY PRESIDENT

SENIOR DEPUTY PRESIDENT HARRISON

COMMISSIONER ROE

SYDNEY, 17 December 2014

A. Further to the decision of FWCFB 9156 and pursuant to section 156(2)(b)(i) of the *Fair Work Act 2009*, the *Meat Industry Award 2010*²² is varied as follows:

1. By inserting after sub-clause 6.9 in the award the following:

6.10 Apprenticeship

(a) General

- (i) The terms of this award apply to apprentices in the meat industry except where otherwise stated. Apprentices may be engaged in trades or occupations that are defined and provided for in Schedule A - Classification Structure where such trades or occupations are declared or recognised by an apprenticeship authority. There is no such declaration or recognition for a trade qualified Slaughter as defined.
- (ii) For the purposes of this clause herein, **apprenticeship authority** means a State or Territory training authority with the responsibility for the apprenticeship.
- (iii) In any State in which any statute or regulation relating to apprentices is in force, that statute and regulation will operate in that State provided that the provisions of the statute or regulation are not inconsistent with this award in which case the provisions of this award will apply.
- (iv) An apprentice may be engaged under a training agreement approved by the relevant apprenticeship authority, provided the qualification outcome specified in the training agreement is consistent with that established for the vocation in the training package.
- (v) Apprenticeships under this award are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the

intensity of training and the variety of work experience and any additional requirements set out in this award.

- (vi) The nominal period of the apprenticeship is up to four years, however this period may be varied as follows:
- to make up for lost time as set out in subclause 6.10(b)(vii); and/or
 - with the approval of the relevant State or Territory apprenticeship authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period may be shortened to reflect the proportion of the competencies already acquired; and/or
 - it may be extended by up to six months in Stage 3 and 12 months in Stage 4 in the apprenticeship where required to complete the competencies.
- (vii) Notwithstanding the nominal period, the apprenticeship may be completed in a shorter period when:
- the qualification specified in the training agreement is successfully completed; and
 - the apprentice has the necessary practical experience to achieve competency in the skills covered by the training agreement, provided that the determination as to whether this condition has been met must be by agreement between the registered training organisation, the employer and the apprentice and where there is a disagreement concerning this matter the matter may be referred to the relevant state/territory apprenticeship authority for determination; and
 - the requirements of the relevant state/territory apprenticeship authority with respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - with respect to trades where there are additional licensing or regulatory requirements under State legislation or this award, when these requirements are met.
- (viii) An apprenticeship may be cancelled or suspended only in accordance with the requirements of the training agreement and the requirements of State legislation and the apprenticeship authority.
- (ix) The probationary period of an apprentice is as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but must not exceed three months.

(b) Conditions of Employment

- (i) Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule D - School-based Apprenticeship.
- (ii) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.
- (iii) The ordinary hours of employment of apprentices in each enterprise are not to exceed those of the relevant tradesperson.

- (iv) The minimum wages applying to apprentices under this award are dealt with in subclauses 10.3 and 10.4 and no apprentice is to work under a system of payment by results.
- (v) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages for any training and assessment specified in, or associated with, the training contract.
- (vi) The nominal period of the apprenticeship is extended by an additional day for each day of absence during each year of the apprenticeship, except in respect of absences due to annual leave or long service leave.
- (vii) Periods of paid personal/carer leave which total ten or less days in any apprenticeship year do not extend the nominal period of the apprenticeship.
- (viii) Except where the apprentice meets the competency requirements to progress to the next stage as set out in clause 6.10(f) the following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours must be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

(c) Payment of Travel Costs, Fees and Text Books

- (i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (ii) For the purposes of 6.10(c)(i), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (iii) The amount payable by an employer under 6.10(c)(i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- (iv) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (v) An employer may meet its obligations under 6.10(c)(iv) by paying any fees and/or cost of textbooks directly to the RTO.

(d) Competency based progression

- (i) For the purpose of competency based wage progression in clause 10.3 and 10.4 an apprentice will be paid at the relevant wage rate for the next stage of their apprenticeship if:
 - (aa) competency has been achieved in the relevant proportion of the total units of competency specified in clause 6.10(f) for that stage of the apprenticeship. The units of competency which are included in the relevant proportion must be consistent with any requirements in the training plan; and
 - (bb) any requirements of the relevant State/Territory apprenticeship authority and any additional requirements of the relevant training package with respect to the demonstration of competency and any minimum necessary work experience requirements are met; and
 - (cc) either:
 - the Registered Training Organisation (RTO), the employer and the apprentice agree that the abovementioned requirements have been met; or
 - the employer has been provided with written advice that the RTO has assessed that the apprentice meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice of any disagreement with that assessment within 21 days of receipt of the advice.
- (ii) If the employer disagrees with the assessment of the RTO referred to in clause 6.10(d)(3) above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice, the matter may be referred to the relevant State/Territory apprenticeship authority for determination. If the matter is not capable of being dealt with by such authority it may be dealt with in accordance with the dispute resolution clause in this award. For the avoidance of doubt, disputes concerning other apprenticeship progression provisions of this award may be dealt with in accordance with the dispute resolution clause.
- (iii) For the purposes of this clause, the training package containing the qualification specified in the contract of training for the apprenticeship sets out the assessment requirements for the attainment of the units of competency that make up the qualification. The definition of "competency" utilised for the purpose of the training packages and for the purpose of this clause is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.
- (iv) The apprentice will be paid the wage rate referred to in clause 10.3 from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with clause 6.10(d)(i)(3) or on a date as determined under the dispute resolution process in clause 6.10(d)(ii).

(e) Minimum Wages

- (i) The ordinary weekly wages for an apprentice are as set out in the following table, provided that progression through the stages set out in this table is in accordance with clause 10.3.
- (ii) An employee who is under 21 years of age on the expiration of their apprenticeship and thereafter works as a minor in the occupation to which the employee was apprenticed must be paid at not less than the minimum wage prescribed for the classification.

Stage of apprenticeship	% of MI7 for apprentices who have not completed year 12	% of MI7 for apprentices who have completed year 12
Stage 1	50	55
Stage 2	60	65
Stage 3	85	85
Stage 4	95	95

(f) Conditions for progression through each stage

- (i) The conditions for progression to each stage are set out in the following tables:

Stage of apprenticeship	Entry, exit and progression requirements
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Stage 1	Entry
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Nil entry requirements.

Exit

There is no exit point at this stage.

Stage 2	Entry
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An apprentice enters Stage 2:

- on attainment of 25% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; **or**
- 12 months after commencing the apprenticeship, subject to subclause 6.10(b)(vii);

whichever is earlier.

Exit

There is no exit point at this stage.

Stage of apprenticeship **Entry, exit and progression requirements**

Stage 3 **Entry**

An apprentice enters Stage 3:

- on attainment of 50% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; **or**
- 12 months after commencing Stage 2, subject to clause 6.10(b)(vii);

whichever is earlier.

Exit

There is no exit point at this stage.

Stage 4 **Entry**

An apprentice enters Stage 4:

- on attainment of 75% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan; **or**
- 12 months after commencing Stage 3, subject to clause 6.10(b)(vii);

whichever is earlier.

Exit

Upon the attainment of 100% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan and subject to subclauses 6.10(a)(v), 6.10(a)(vi), 6.10(a)(vii) and 6.10(b)(vii), an apprentice will exit with the relevant AQF Certificate III qualification.