

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

CITATION: *Re: Applications to vary the Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016 (No. 2) [2024] QIRC 131*

PARTIES: **The Electrical Trades Union of Employees Queensland**
(Applicant)

v

State of Queensland (Office of Industrial Relations)
(Respondent)

CASE NO.: MA/2022/3

PARTIES: **Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland**
(Applicant)

v

State of Queensland (Office of Industrial Relations)
(Respondent)

CASE NO.: MA/2022/4

PARTIES: **Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**
(Applicant)

v

State of Queensland (Office of Industrial Relations)
(Respondent)

CASE NO.: MA/2022/5

PARTIES: **Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland**
(Applicant)

v

State of Queensland (Office of Industrial Relations)
(Respondent)

CASE NO.: MA/2022/6

PROCEEDING: Application to vary a modern award

HEARING DATE: On the papers

DELIVERED ON: 27 May 2024

MEMBER: Merrell DP

ORDERS:

1. **Variations are made to the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* being those contained in Schedule 1 to these reasons for decision.**
2. **The variations to the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016*, referred to in Order 1, will operate on and from 27 May 2024.**

CATCHWORDS: INDUSTRIAL LAW – QUEENSLAND – AWARDS – VARIATION OF A MODERN AWARD – application by four registered employee organisations to vary the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* to provide for certain rates of pay and other entitlements for apprentices and trainees – agreement by all parties to the Award to so vary the Award – decision previously issued granting relief sought subject to the parties filing a revised agreed draft Award variation – parties filed revised agreed draft Award variation – application to vary modern award granted

LEGISLATION: *Industrial Relations Act 2016*, s 141, s 143, s 147 and s 248

Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016, cl 4

CASES:

Re: Applications to vary the Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016 [2024] QIRC 064

Reasons for Decision

- [1] By separate general applications filed on 24 June 2022, The Electrical Trades Union of Employees Queensland, the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland, the Plumbers & Gasfitters Employees' Union Queensland, Union of Employees and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, each applied, pursuant to s 147 of the *Industrial Relations Act 2016* ('the Act'), to vary the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* ('the Award'). The Award applies to the abovementioned Unions and to the State of Queensland (collectively 'the parties').¹
- [2] The Award also applies to The Australian Workers' Union of Employees, Queensland and to Together Queensland, Industrial Union of Employees.²
- [3] The background to this matter is set out in *Re: Applications to vary the Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* ('the decision').³ In the decision, I considered the parties' submissions and gave reasons why I would grant the relief sought by the parties, subject to the parties filing a revised draft agreed order varying the Award.
- [4] On 17 April 2024, the parties filed a revised draft agreed order varying the Award.
- [5] The revised draft agreed order is substantively the same as the draft agreed order filed on 24 April 2023, and addresses the comments I made in the decision by:
- inserting a new clause 8.4 headed 'Apprentices and trainees';
 - renumbering clause 8.4 headed 'Probationary employment' to clause 8.5; and
 - renumbering clause 8.5 headed 'Anti-discrimination' to clause 8.6.
- [6] I continue to accept the parties' submissions that the Award should be varied as proposed in accordance with the revised draft order for the reasons provided in the decision, namely, because the proposed variations:

¹ *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016* ('the Award'), sub-cl 4.1(b) and (c)(i),(ii), (iii) and (v).

² *The Award*, sub-cl 4.1(c)(iv) and (vi).

³ [2024] QIRC 064, [1]-[15].

- are consistent with the requirements for a modern award as contained in s 141 of the Act;
- are consistent with the required content of a modern award as contained in s 143 of the Act, in particular, the objective contained in s 143(1)(i) of the Act, namely, to provide fair standards for employees in the context of living standards generally prevailing in the community; and
- will continue to relate to work which is appropriately valued and will continue to provide for equal remuneration for work of equal or comparable value, as required by s 248 of the Act.

Orders

[7] I make the following orders:

- 1. Variations are made to the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016* being those contained in Schedule 1 to these reasons for decision.**
- 2. The variations to the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award - State 2016*, referred to in Order 1, will operate on and from 27 May 2024.**

Schedule 1

1. By inserting a new clause 8.4 as follows:

8.4 Apprentices and Trainees

The terms of this Award will apply to apprentices and trainees, except where it is otherwise stated in Schedule 9 of this Award. Apprentices and trainees may be engaged in trades or occupations provided for in this Award where declared or recognised by the State Training Authority which is the authority made under Queensland legislation to administer apprenticeships and traineeships in Queensland.

2. By renumbering clause 8.4 'Probationary employment' as clause 8.5;
3. By renumbering clause 8.5 'Anti-discrimination' as clause 8.6;
4. By inserting a new Schedule 9 as follows:

Schedule 9 – Terms and Conditions for Apprentices and Trainees

S9.1 Application

This Schedule shall apply to apprentices or trainees covered by this award who are registered with the State Training Authority from the date of operation of this Schedule.

S9.2 Relationship with Certified Agreements

Section 135 of the *Industrial Relations Act 2016* shall apply to apprentices or trainees engaged under this Schedule.

S9.3 Definitions for this Schedule

Act means the *Industrial Relations Act 2016*.

adult apprentice or trainee is an employee who is 21 years of age or over at the time of signing the Training contract.

apprentice or trainee is a person registered by the State Training Authority in accordance with the *Further Education and Training Act 2014*.

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

Award shall mean the *Building, Engineering and Maintenance Services Employees (Queensland Government) Award – State 2016*.

Training contract means an approved agreement in accordance with the *Further Education and Training Act 2014*.

FET Act means the *Further Education and Training Act 2014*.

Registered Training Organisation (RTO) means a training organisation registered with the Australian Skills Quality Authority

School-based apprentice or trainee is an employee who is undertaking an apprenticeship or traineeship in accordance with the State Training Authority while also undertaking a course of secondary education.

State Training Authority is the authority made under Queensland legislation to administer apprenticeships and traineeships in Queensland.

Tradesperson's rate for employees–

- employed by a group training scheme, shall mean the trade rate applicable at the workplace of the host employer where the apprentice or trainee is working; and
- other than those employed by a group training scheme, shall mean the trade rate applicable at the workplace where the apprentice or trainee is employed.

Training plan shall mean a structured plan in accordance with the provisions of the FET Act.

S9.4 General

The Parties commit to the ongoing responsibility to contribute to the training of new tradespersons for the building and construction industry.

Subject to the terms of this Award, the laws applicable to apprentices or trainees in Queensland will apply. In order to undertake trade training, a person must be a party to a Training contract in accordance with the requirements of the FET Act.

No apprentice or trainee under the age of 18 years will be required to work overtime or shift work unless they so desire.

No apprentice or trainee will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the Training contract.

Where an apprentice or trainee is required to attend training on a rostered day off, they shall be afforded another ordinary working day off as a substitution for the rostered day off.

S9.5 Conditions of employment

Except as provided in this Schedule or where otherwise stated, all conditions of employment specified in this Award apply to apprentices or trainees.

Apprentices or trainees will be engaged in accordance with the terms of this Award, any relevant apprenticeship or traineeship legislation and/or regulations made by the State Training Authority with the responsibility for the apprentices or trainees. The terms of this Award apply to apprentices or trainees except where otherwise stated.

The notice of termination provisions of the QES apply to an apprentice or trainee.

Redundancy provisions do not apply to apprentices or trainees, provided that where the employment of an apprentice or trainee by an employer is continued after the completion of the apprenticeship or traineeship, the period of the apprenticeship or traineeship will be counted as service for the purposes of the Award and long service leave entitlements and in the event that an apprentice or trainee is terminated at the end of their apprenticeship or traineeship and is re-engaged by the same employer within 6 months of such termination, the period of the

apprenticeship or traineeship will be counted as service in determining any future termination entitlements.

The provisions in this Schedule are minimum terms and conditions of employment for apprentices and trainees under the Award. Where an industrial instrument provides superior terms or conditions for apprentices or trainees, these will continue to prevail. The conditions in this Schedule for electrotechnology apprentices and trainees should be read subject to S9.23(D) and (E) which will prevail to the extent of any inconsistency.

S9.6 Overtime and shift work

- (a) When overtime and/or shift work are worked the relevant penalties and allowances prescribed by this Award will apply, based on the applicable ordinary hourly rate. No apprentice or trainee will work overtime or shift work on their own or without supervision.
- (b) No apprentice or trainee under the age of 18 years will be required to work overtime or shift work unless they choose to do so.
- (c) No apprentice or trainee will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at the RTO as required by any statute, award, regulation, or the Training contract applicable to them.

S9.7 Part-time apprentices or trainees

An apprentice or trainee may be engaged on part-time arrangements in accordance with the policy of the State Training Authority and be remunerated on a part-time basis in accordance with the provisions of this Schedule.

Where this Schedule specifies that the minimum training requirements of an apprenticeship or traineeship will be based on the achievement of competencies or a period of time after commencing a Wage Level, the period of time specified refers to full-time trainees. For part-time trainees, the minimum period of time specified for wage progression arrangements may be increased by reference to the proportion of full-time hours being worked by the part-time employee.

All other terms and conditions of employment shall be determined by this Award.

S9.8 School-based apprentices or trainees

The minimum hours provided for in this Award shall not apply to School-based apprentices or trainees. School-based apprentices or trainees shall be entitled to wages as prescribed in this Schedule for all time worked including time spent undertaking on the job training.

Provided that a School-based apprentice or trainee shall not be entitled to the following:

- wages for time spent at school and/or institution or undertaking off-the-job training;
- annual leave;
- sick leave; and
- public holidays, where the apprentice or trainee is not required to work on such days.

S9.8.1 Calculation of base hourly rate for School-based apprentices or trainees

The base hourly wage rate for School-based apprentices or trainees shall be based on the wage progression arrangements listed in this Schedule, calculated on a pro rata hourly basis.

S9.8.2 Loaded hourly rate for School-based apprentices or trainees

- (a) All School-based apprentices or trainees shall receive a loading of 25% in addition to the base hourly rate for full-time and part-time apprentices or trainees. Such loading shall compensate for:
- annual leave;
 - sick leave; and
 - public holidays, where the apprentice or trainee is not required to work on such days.
- (b) The school-based rate shall be used as the ordinary time rate for the calculation of overtime, penalties and all other purposes of the applicable industrial instrument.

S9.9 Wage progressions

Where this Schedule of this Award specifies that the minimum training requirements of an apprenticeship or traineeship shall be based on the achievement of competencies or a period of time after commencing a Wage Level, the period of time specified shall refer to full-time apprentice or trainees. For School-based apprentices or trainees, the period of time shall be double that specified for full-time apprentices or trainees.

S9.10 Existing employees

- (a) In this provision, “existing employee” shall mean a person who has been employed by an employer for at least 3 months immediately prior to becoming an apprentice or trainee with that employer.
- (b) Existing employees may participate in apprenticeships or traineeships. An existing employee shall not be required to serve any probationary period in relation to their contract of employment (except where they have been employed for less than 3 months) or for the purposes of the FET Act or a period of longer than 3 months under the terms of s 315(1)(b) of the Act. Any probationary period will not exceed 3 months in total, including any probationary period completed prior to undertaking the apprenticeship or traineeship.
- (c) A trial period, in accordance with State Training Authority Policy, may be set for the purpose of assessing the employee's suitability for training under a Training contract. Where the employee proves to be unsatisfactory for training under a Training contract, the person shall revert to employment at least equal in status to the classification held prior to the commencement of their Training contract.
- (d) Where existing employees commence an apprenticeship or traineeship, the employer shall endeavour to minimise any adverse effects on other employees. Additionally, such other employees shall not be displaced from or disadvantaged in their employment by the engagement of new apprentices or trainees.
- (e) Existing employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee, unless alternative arrangements are specified in this Schedule:
- i. Provided that an existing employee who was engaged as a casual employee prior to becoming employed as a full-time or part-time apprentice or trainee shall not be entitled to retain casual loading.
 - ii. An existing employee shall maintain continuity of employment despite having

entered into an apprenticeship or traineeship.

- iii. Existing employees whose Training contract is completed or cancelled shall revert to employment at least equal in status to the classification held prior to the commencement of their Training contract.
- (f) Existing employees will be assessed for recognition of prior learning in accordance with the Australian Skills Quality Authority.

S9.11 Adult apprentices or trainees

- (a) The provisions of this Schedule will apply to adult apprentices or trainees unless specifically provided otherwise.
- (b) Where a person was employed by an employer immediately prior to becoming an adult apprentice or trainee with that employer, such person will not suffer a reduction in the ordinary hourly rate of pay by virtue of entering into the Training contract. Adult apprentices will be assessed for recognition of prior learning in accordance with the Australian Skills Quality Authority.
- (c) For the purpose of fixing a rate of pay only, the adult apprentice or trainee will continue to receive the ordinary hourly rate of pay that is applicable to the classification or class of work specified in this Award, and in which the adult apprentice or trainee was engaged immediately prior to entering into the Training contract.
- (d) Subject to (b) and (c) above, the rate of pay of an adult apprentice or trainee will be the ordinary hourly rate prescribed for the lowest paid classification in the Award or the ordinary hourly rate prescribed by the Award for the relevant year of apprenticeship or traineeship, whichever is the greater.

S9.12 New adult employees

- (a) Unless otherwise provided in this Schedule, where an adult person enters into a Training contract such person shall receive no less than an amount equivalent to the Queensland Minimum Wage as varied from time to time. Part-time adult apprentices and trainees shall be paid on a pro rata basis.
- (b) Provided that these provisions shall not apply to apprentices or trainees who become an adult during the term of the apprenticeship or traineeship.
- (c) New adult employees will be assessed for recognition of prior learning in accordance with the Australian Skills Quality Authority.

S9.13 Pre-apprenticeship or traineeship, Pre-vocational and Other Full-Time Institutional Training

Graduates of the State Training Authority approved pre-apprenticeship or traineeship, pre-vocational and other full-time institutional training, which involves minimal on-the-job experience shall commence apprenticeships or traineeships at Wage Level 1 as specified in this Schedule. Three months after commencing their apprenticeship or traineeship they shall progress to Wage Level 2.

S9.14 Wage rates on conclusion of training

Where the employment of an apprentice or trainee by an employer is continued after the completion of the apprenticeship or traineeship period, such period shall be recognised as service in accordance with the provisions of this Award.

S9.15 Supervision

Employers shall ensure apprentices and trainees, including those employed on shiftwork, are supervised to the extent required under the FET Act and approved guidelines and policies as amended from time to time.

S9.16 Supply of tools, uniforms and protective clothing

- (a) An employer is required to provide an apprentice with the required tools for the performance of their duties, and replace or maintain these as required during the life of the apprenticeship.
- (b) During the term of each apprenticeship relating to a trade or calling listed below, an employer shall supply and maintain the tools required for each apprentice up to the values set out below:

	<i>1st year apprentice supply value</i>	<i>Additional tools/maintenance value for each subsequent year</i>	<i>Total supply value over 4 years</i>
Electrical	\$1,344.18	\$1,151.41	\$4,798.41
Carpentry	\$1,792.24	\$1,422.33	\$6,059.23
Refrigeration	\$1,344.18	\$1,151.41	\$4,798.41
Painting	\$149.01	\$338.65	\$1,164.96
Plumbing	\$1,792.24	\$1,422.33	\$6,059.23
Stonemasonry	\$657.50	\$1,007.61	\$3,680.34

**Note – Where an employer has supplied a first year apprentice with required tools prior to the commencement of this Schedule, there is no requirement that the employer repurchase tools for the purpose of meeting the value outlined above.*

- (c) At the time of any adjustment to the wage rates in this Award the supply of tools rates outlined in the table above shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure of the ‘Tools and equipment for house and garden component of the household appliances, utensils and tools sub-group’ for the Eight Capitals Consumer Price Index (ABS Cat No. 6401.0 – Table 7) most recently published by the Australian Bureau of Statistics since the rate was last adjusted.
- (d) Where pursuant to the FET Act the term of an indenture is reduced below the term referred to in paragraph (a) hereof for the relevant trade or calling the annual retail value of tools to be supplied is to be increased proportionately so that the total retail value of tools of trade equivalent to the term referred to in paragraph (a) above is supplied during the lesser term of apprenticeship.
- (e) Subject to S9.16(b) tools of trade prescribed herein shall be provided as follows:
- i. During the first year of an apprenticeship, tools to the prescribed value of the

prescribed *supply of tools amount* shall be supplied within a period of three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment whichever first occurs;

- ii. During the second and subsequent years (or part of a year) of an apprenticeship, tools to the prescribed annual retail value of the *supply of tools maintenance amount* shall be supplied within a period of three months from the commencement date of each year (or part of a year) of the indentured apprenticeship.
- (f) In lieu of the aforesaid requirements of paragraph (e), an employer may, within a period of three months following the date of signing of the indenture supply to an apprentice, during the first year of the apprenticeship, tools of trade to a value equivalent to that prescribed by this Schedule for the full term of the apprenticeship. Such supply of tools made on or after the commencement date of this Schedule will satisfy in full the requirements thereof.
- (g) Provided that where prior to the date of operation of this Schedule an apprentice has been supplied with tools of trade to the value equivalent to that prescribed by a relevant Regulation for the full term of the apprenticeship, the apprentice shall, in respect to each year of such apprenticeship commencing on or after the date of this Schedule, be supplied with tools to the additional value resulting from ascertaining the difference between the annual value prescribed by this Schedule and the imputed annual retail value at the time of original supply.
- (h) Where an apprentice has entered a Competency Based Training Agreement, the provision of tools in accordance with this Schedule will be on the following basis:
- i. During the term of apprenticeship, an employer shall, in respect of each level of the apprenticeship program, supply the apprentice with tools of trade, equivalent to the *supply of tools amount* in the first level of the program, and the *supply of tools maintenance amount* for each level thereafter or 12 months after commencing the relevant level (whichever is the earlier), as prescribed for the trade in paragraph (b) above.
 - ii. The supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant Training Package or in this Award.
 - iii. Supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the apprenticeship.
 - iv. Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in subparagraphs (i), (ii) and (iii) above. This Schedule takes cognisance of the relevant probationary period requirements for school based apprentices.

S9.17 Ownership of tools supplied pursuant to this schedule

- (a) Except as otherwise provided herein, all tools of trade issued to an apprentice by an employer in terms of this Schedule shall become and remain the property of the apprentice and are to be available and used in performing trade work as required by the employer.
- (b) Provided that should an apprentice on probation who has been supplied with tools of trade pursuant to this Schedule not proceed to an indentured apprenticeship, such tools shall revert to the employer, or alternatively, the value of such tools (calculated at the actual supplied cost) shall be refunded by the apprentice to the employer on demand.
- (c) Should an apprentice who has been supplied with the total requirements of tools pursuant to clause S9.16(f) hereof not complete the apprenticeship term with that employer then, in respect of any uncompleted portion of the apprenticeship term, the pro rata value of tools supplied (calculated at the actual supplied cost) shall be refunded by the apprentice to the employer on demand.

S9.18 Payment for course time

- (a) In accordance with the provisions of s 372 of the Act, time spent by an apprentice or trainee in undertaking an approved course of instruction, up to the maximum number of hours specified in the approval, is taken to be time worked for the employer and ordinary hours when calculating wages and employment conditions for the apprentice or trainee.
- (b) In accordance with the provisions of s 339(1)(h) of the Act, the employer shall include particulars necessary to show compliance with payment for course time in the time and wages records.
- (c) Where an apprentice or trainee's rostered day off, or days off, coincide with attendance at an approved course of instruction, the rostered day off shall not be a rostered day off for the apprentice or trainee and they shall be afforded another ordinary working day off as a substitution for the rostered day off.

S9.19 Attending training

- (a) An apprentice or trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the Training contract.
- (b) Time spent by an apprentice or trainee 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 or trainee's wages and determining the apprentice or trainee's employment conditions. This clause operates subject to the provisions for School-based apprentices or trainees.
- (c) No apprentice or trainee will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at training consistent with their Training contract.

S9.20 Training costs—fees and textbooks

- (a) All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship

or traineeship, which are paid by an apprentice or trainee, will be reimbursed by the employer within:

- i. 6 months of commencement of the apprenticeship or traineeship or a stage of the apprenticeship or traineeship; or
 - ii. within 3 months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- (b) An employer may meet its obligations under this clause by paying any fees and/or cost of textbooks directly to the RTO.

S9.21 Excess travel costs for block release training

- (a) Where an apprentice is required to attend block release training for training identified in or associated with their Training contract, and the 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.
- (b) This clause will not apply where the apprentice could attend an alternative RTO and the use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of this clause excess reasonable travel costs include the total cost of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals. For the purposes of this clause excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (d) The amount payable by an employer under this clause 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.

S9.22 Competency based progression

- (a) For the purpose of competency-based wage progression in this Schedule, an apprentice or trainee will be paid at the relevant wage rate for the next stage of their apprenticeship or traineeship if:
 - i. competency has been achieved in the relevant proportion of the total units of competency specified in this Schedule for that stage of the apprenticeship or traineeship, and the units of competency, which are included in the relevant proportion, must be consistent with any requirements in the Training plan; and
 - ii. any requirements of the State Training 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

- iii. either:
1. the RTO, the employer and the apprentice or trainee agree that the abovementioned requirements have been met; or
 2. the employer has been provided with written advice that the RTO has assessed that the apprentice or trainee meets the abovementioned requirements in respect to all the relevant units of competency and the employer has not advised the RTO and the apprentice or trainee of any disagreement with that assessment within 21 days of receipt of the advice.
- (b) If the employer disagrees with the assessment of the RTO referred to in paragraph (a) iii. 2. above, and the dispute cannot be resolved by agreement between the RTO, the employer and the apprentice or trainee, the matter may be referred to the State Training Authority for determination. If the matter is not capable of being dealt with by the State Training 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 or traineeship progression provisions of this Award may be dealt with in accordance with the dispute resolution clause.
- (c) For the purposes of this Schedule, the training package containing the qualification specified in the Training contract for the apprenticeship or traineeship, 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 Schedule 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.
- (d) The apprentice or trainee will be paid the wage rate referred to in this Schedule from the first full pay period to commence on or after the date on which an agreement or determination is reached in accordance with this Schedule or on a date as determined under the dispute resolution process in paragraph (b).

S9.23 Apprentice minimum rates

(A) Four-year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the <u>Tradesperson's rate</u>
N.B Electrical apprenticeships are time based		
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	55

Stage 2	On attainment of 25% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	65
Stage 3	On attainment of 50% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier.	75
Stage 4	On attainment of 75% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 3, whichever is the earlier.	90

(B) Three-year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the Tradesperson's rate
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 1	55
Stage 2	On attainment of 50% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 12 months after commencing the apprenticeship, whichever is the earlier.	75
Stage 3	On attainment of 75% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 12 months after commencing Stage 2, whichever is the earlier.	90

(C) Two-year apprenticeship (nominal term)

Stage of apprenticeship	Minimum training requirements on entry	% of the <u>Tradesperson's rate</u>
Stage 1	On commencement and prior to the attainment of the minimum training requirements specified for Stage 2	55
Stage 2	On attainment of 25% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 6 months after commencing the apprenticeship, whichever is the earlier.	65
Stage 3	On attainment of 50% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 6 months after commencing Stage 2, whichever is the earlier.	75
Stage 4	On attainment of 75% of the total competencies specified in the Training plan for the relevant AQF Certificate III qualification; or 6 months after commencing Stage 3, whichever is the earlier.	90

(D) Electrotechnology Industry Apprentices

Wage Level	Minimum Training Requirements	% of Tradesperson Rate in the Relevant Industrial instrument	Classification on Exit
1	On entry into the apprenticeship	55	N/A
2	After 12 months continuous service from commencing the apprenticeship	65	N/A
3	After 12 months continuous service from commencing Wage Level 2	75	N/A
4	After 12 months continuous service from commencing Wage Level 3	90	N/A

Exit I (AQF III)	Trade Outcome: After 12 months continuous service from commencement of Wage Level 4 and on the certification of attainment of demonstrated completion of the relevant apprenticeship. See clause 2.1.2 for further information.	100	C10
Exit II (AQF III)	Advanced Trade Outcome: After 12 months continuous service from commencement of Wage Level 4 and on the certification of attainment of demonstrated completion of the relevant apprenticeship. See clause 2.1.2 for further information.	105	C9
5	On entry to Level 5 Apprenticeship	100	N/A
Exit III AQF III/IV	Dual Trade Outcome: After 12 months continuous service from commencing wage level 5 and on the certification of attainment of demonstrated completion of the relevant apprenticeship. See clause 2.1.2 for further information.	115	C7

(E) New Adult Apprentices in electrotechnology industries

New adult apprentices in electrotechnology industries shall be paid in accordance with the following table:

Wage Level	Minimum Training Requirements	% of Tradesperson Rate in the Relevant Industrial instrument	Classification on Exit
1	On entry into the apprenticeship	75	N/A
2	After 12 months continuous service from commencing the apprenticeship	80	N/A
3	After 12 months continuous service from commencing Wage Level 2	84	N/A

4	After 12 months continuous service from commencing Wage Level 3	90	N/A
Exit I (AQF III)	Trade Outcome: After 12 months continuous service from commencement of wage level 4 and on the certification of attainment of demonstrated completion of the relevant apprenticeship.	100	C10/Grade 5 ECIA or its equivalent

#1 The AQF IV Dual Trade outcome is not recognised as a C7 wage outcome under the Manufacturing, Engineering and Related Services Training Package.

S9.24 Trainee minimum rates

General Construction Training Package

Trainees registered in traineeships based on AQF3 qualifications from the above training package in the following:

- Concreting;
- Demolition;
- Dogging;
- Rigging;
- Scaffolding; and
- Steel Fixing

shall receive wages in accordance with the following Table:

Wage Level	Minimum Training Requirements on Entry	% of Tradesperson's rate specified in the relevant Industrial instrument
1	Prior to the attainment of the minimum training requirements specified for Wage Level 2	68
2	On attainment of one third of the competencies required for the Certificate III qualification, or eight months after commencing the traineeship, whichever is the earlier	78
3	On attainment of two thirds of the competencies required for the Certificate III qualification, or eight months after commencing Wage Level 2, whichever is the earlier	90

5. By updating the table of contents by inserting the following:

Schedule 9 – Terms and Conditions for Apprentices and Trainees