

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/250**

**TITLE: Customer Service 2000 (State) Training Wage Agreement**

**I.R.C. NO: 99/4874**

**DATE APPROVED/COMMENCEMENT: 27 September 1999**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 15**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to persons undertaking a traineeship who would ordinarily be covered by the following awards: Shop Employees (State) Award; Retail Services Employees (State); Restaurant, &c, Employees Retail Shops (State) Award; Restaurant Employees (State) Interim Award and the Caterer's Employees (State) Award

**PARTIES:** Hospitality Training Network of NSW -&- Hunter Valley Training Company, Retail Group Training and Employment Ltd, Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch, Shop, Distributive and Allied Employees' Association, New South Wales

# CUSTOMER SERVICE 2000 (STATE) TRAINING WAGE AGREEMENT

## AGREEMENT

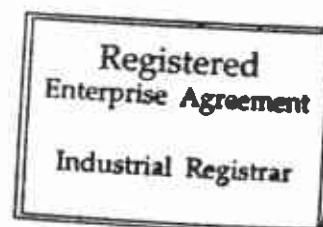
### Arrangement

#### PART A

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## PART A

### 1. Title

This Agreement shall be known as the Customer Service 2000 (State) Training Wage Agreement.

### 2. Basic Wage

This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B.

### 3. Application

3.1 Subject to subclause 3.3 of this clause, this Agreement shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with the awards contained in clause 13, Area, Incidence and Duration, or any former industrial agreement of the Industrial Relations Commission of New South Wales which covered the terms and conditions of employment of persons performing work covered by the listed awards.

3.2 The terms and conditions of the awards as set out in the said clause 13, or any former industrial agreements of the Industrial Relations Commission Of New South Wales shall apply, except where inconsistent with this Agreement.

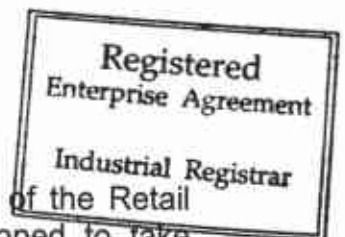
3.3 Notwithstanding the foregoing, this Agreement shall not apply to employees who were employed by an employer under an award in subclause 3.1 of this clause prior to the date of approval of a Traineeship Scheme relevant to the employer, except where agreed between the employer and the relevant union(s).

3.4 This Agreement does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 24 July 1998 or in an award that binds the employer.

### 4. Objective

The objective of this Agreement is to assist with the establishment of the Retail (Customer Service) Traineeship. This traineeship has been developed to take advantage of existing and future part time employment and training opportunities in both the Retail and Hospitality Industries. Under the Traineeship, trainees will be employed in a variety of work placements making up a portfolio of placements which result in full time employment. These placements may be across industries or in single employers who can provide access to several industries.

The aim is to provide approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long-term unemployed. The system is neither designed nor intended for those who are already trained and job-ready. It is not intended that



existing employees shall be displaced from employment by Trainees. Except as provided for in clause 5, Supersession, nothing in this Agreement shall be taken to replace the prescription of training requirements in the relevant award.

Trainees will receive training to develop knowledge and skills which are relevant to both industries. As they progress through the traineeship, trainees may choose to specialise in a particular industry, or they may choose to continue to develop skills that are suitable and relevant to both industries.

The ability to pursue training across both the Retail and Hospitality industries provides flexibility to both trainees and employers because it makes the Traineeship system accessible to employers who have previously been unable to participate due to an inability to guarantee a full time position for twelve months.

## 5. Supersession

Any existing award provisions for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall only remain applicable to any employer bound by this Agreement in relation to ATS or CST trainees who commenced a traineeship with an employer prior to the operation of this Agreement.

## 6. Definitions

6.1 "Approved Training" means training undertaken (both on or off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the relevant NSW Training Authority. The training will be accredited and lead to qualifications as set out in subclause (e) of clause 7, Training Conditions.

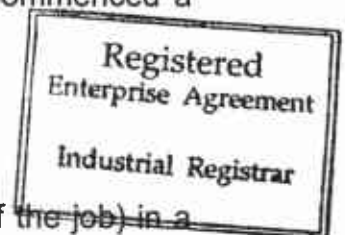
6.2 "Relevant Award" means an award that applies to a Trainee, or that would have applied, but for the operation of this Agreement.

6.3 'Relevant Union' means a union party to a relevant award and which is entitled to enrol the Trainee as a member.

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

6.5 "Traineeship" means a system of training to fulfil the Retail (Customer Service) certificate which has been approved by the relevant NSW Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, and includes full time traineeships and part time traineeships including school-based traineeships. For the purposes of this Agreement "Traineeship" applies to the Retail (Customer Service) Traineeship.

6.6 "Traineeship Agreement" means an agreement made subject to the terms of this Agreement between an employer and the Trainee for a Traineeship and which is registered with the relevant NSW Training Authority. A Traineeship Agreement



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

6.7 "Parties to a Traineeship Scheme" means those organisations listed in Clause 13.

6.8 "The relevant NSW Training Authority" means the Department of Education and Training.

6.9 "Appropriate State Legislation" means the *Industrial and Commercial Training Act 1989*, or any successor legislation.

6.10 "Year 10" - For the purposes of this Agreement, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

6.11 "School-Based Trainee" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

## **7. Training Conditions**

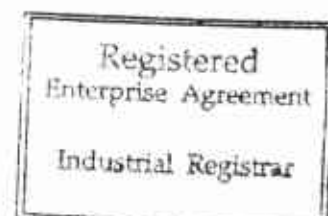
7.1 The Trainee shall attend an approved training course or training programme prescribed in the Traineeship Agreement or as notified to the Trainee by the relevant NSW Training Authority in accredited and relevant Traineeship Schemes.

7.2 All trainees employed pursuant to this agreement shall receive their structured training entirely off-the-job.

7.3 A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the Trainee and lodged for registration with the relevant NSW Training Authority; provided that if the Traineeship Agreement is not in a standard format, a Traineeship shall not commence until the Traineeship Agreement has been registered with the relevant NSW Training Authority. The employer shall ensure that the Trainee is permitted to attend the training course or programme provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.

7.4 The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the Traineeship period.

7.5 The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority and training records or work books may be used as part of this monitoring process.





7.6 Training shall be directed at:

- (i) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are included in the Australian Qualifications Framework (AQF) Level II.

## 8. Employment Conditions

8.1 A Trainee shall be engaged as a full-time employee for a maximum of one year's duration, provided that a Trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion to the employer. The Trainee may work in a number of workplaces in several industries in the course of one week. The trainee will be limited to one workplace in one industry per day. By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.

Where the trainee completes the qualification, in the Traineeship Agreement, earlier than the time specified in the Traineeship Agreement then the traineeship may be concluded by mutual agreement.

8.2 An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned and to the relevant NSW Training Authority in accordance with the Traineeship Agreement or the appropriate state legislation.

An employer who chooses not to continue the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

8.3 The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.

8.4 Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any relevant award or any other legislative entitlements.

- 8.5 (i) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure the training program is successfully completed.
- (ii) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of the relevant award.
- (iii) No Trainee shall work shift work unless the parties to a Traineeship Scheme agree that such shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in

excess of a week, but must average, over the relevant period, no less than the amount of training required for non-shift work Trainees.

- (iv) The Trainee wages shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the relevant award, unless otherwise agreed by the parties to the Traineeship Scheme.

8.6 All other terms and conditions of the relevant award(s) or industrial instruments particular to the industry worked in on that day, that are applicable to the Trainee or would be applicable to the Trainee, but for this Agreement shall apply, unless specifically varied by this Agreement.

8.7 A Trainee who fails to either complete the Traineeship or who cannot, for any reason, be placed in full-time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

## 9. Part Time Traineeships

9.1 This clause shall apply to those industries where relevant training award provisions allow for Part time traineeships

9.2 This clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

9.2.1 Unless the relevant NSW Training Authority otherwise directs, the maximum duration for a traineeship shall be thirty-six months.

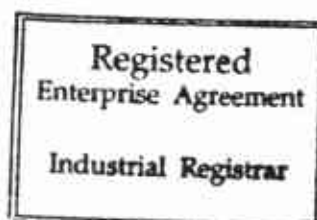
9.3 The wage rate shall be pro rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula.

$$\text{Full-time wage rate} \times \frac{\text{trainees hours} - \text{average weekly training time}}{30.4 *}$$

Note: 30.4 in the above formula represents 38 ordinary full time hours, less the average training time for full time trainees (ie 20%). A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary full time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

9.4 "Full time wage rate" means the appropriate rate as set out in Table 1 Industry/Skill Level B, Table 2 - Restaurant Employees (State) Interim Award, Table 3 Caterers' Employees (State) Award and Table 4 - School Based Traineeships of Part B, Monetary Rates.

9.5 "Trainees hours" shall be the hours worked per week, including the time spent in approved vocational training. For the purposes of this definition the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.





9.6 "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary time hours. For example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

9.7 A part time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award shall apply to part time trainees except as specified in this clause.

9.8 A part time trainee may, by agreement, transfer from a part time to a full time traineeship position should one become available.

9.9 The minimum daily engagement periods, applying to part time employees, specified in the relevant award(s) or other industrial instrument(s) shall also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in the relevant award(s) or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

- (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee's place of residence.

9.10 School-based trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.

9.11 For the purposes of this award, a school-based trainee shall become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.



### Example of the calculation for the wage rate for a part time traineeship

A school student commences a traineeship in Year 11 - The ordinary hours work in the relevant award are 38. The training agreement specifies 24 months as the length of the traineeship.

"Average weekly training time" is therefore  $7.6 \times 12/24 = 3.8$  hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$\$181 \times \frac{15 - 3.8}{30.4} = \$66.68$  plus any applicable penalty rates under the relevant award.

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" changes.

## 10. Wages

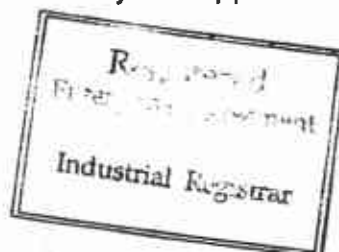
10.1 (i) All trainees will be paid the rates set out in Table 1, except where:

- Employees working in workplaces ordinarily covered by the Restaurant Employees State (Interim) Award will be paid according to the rates set down in Table 2; and
- Employees working in workplaces ordinarily covered by the Caterers' Employees (State) Award set down in Table 3.

(ii) The hourly rates set down in Tables 1, 2 & 3 are not intended to imply hourly employment. Hourly rates are provided to assist in the calculation of wages for employees working in more than one industry in any pay period.

(iii) All time spent in structured off-the-job training shall be treated and paid as time worked. Where a trainee works in more than one industry in any pay period the time spent in structured off-the-job training shall be paid in accordance with Table 1. Where a trainee works in a single industry in any pay period then time spent in structured off-the-job training shall be paid in accordance with the pay table for that industry, as set down in 10.1(i).

(iv) The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.



- (v) The rates of pay in this Agreement include the adjustments payable under the State Wage Cases of June 1998 and June 1999. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award increases since May 29 1991 other than safety net, State Wage Case, and minimum rates adjustments.

10.2 For the purposes of the said Table 1, 'out of school' shall refer only to periods out of school beyond Year 10, and shall be deemed to:

- (i) include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
- (ii) include any period during which a Trainee repeats in whole or in part a year of schooling beyond Year 10; and
- (iii) not include any period during a calendar year in which a year of schooling is completed;
- (iv) have effect on an anniversary date, being 1 January in each year.
- (v) No increase in wage rate, as a result of an increase in the number of years 'out of school' experience by a trainee, shall be payable before 1 January 1997, except where such an entitlement to payment as a result of an increase in the number of years 'out of school' has become due prior to the beginning of the first pay period to commence on or after 22 March 1996.

10.3 At the conclusion of the Traineeship, this agreement ceases to apply to the employment of the Trainee, and the relevant award shall apply to the former Trainee.

## 11. Grievance Procedures

11.1 Procedures relating to grievances of individual trainees:

- (i) A Trainee shall notify the employer as to the substance of any grievances and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the Trainee's grievance is found, then the Trainee shall seek a further discussion and attempt to resolve the grievance at a higher level of authority where appropriate.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, the employer must provide a response to the Trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed



remedy. At this stage, an employer or a Trainee may involve an Industrial Organisation of employers or employees of which he/she is a member.

- (v) If no resolution of the Trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the Trainee or the employer, or the Industrial Organisation representing either party.
- (vi) While this grievance procedure is being followed, normal work must continue.

#### 11.2 Procedures relating to disputes, etc., between employers and their trainees:

- (i) A question, dispute or difficulty must initially be dealt with at the store level where the problem has arisen. If the problem cannot be solved at this level, the matter shall be referred to a higher level of authority.
- (ii) If no resolution can be found to the question, dispute or difficulty, the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the Industrial Organisation representing any of the parties to the dispute.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) While a procedure is being followed, normal work must continue.
- (v) The employer may be represented by an Industrial Organisation of employers and the trainees may be represented by an industrial Organisation of employees for the purposes of each procedure.

## 12. Union - Employer Co-operation

12.1 A management committee will be formed and shall consist of an equal number of employer and union parties; it will meet quarterly, in coordination with the relevant training authorities. The purpose of this committee is to monitor and review the implementation of the traineeship scheme within the industry.

12.2 To further enhance the prevention and settlement of industrial disputes, the parties agree to the following principles of co-operation:

(i) the employer will provide quarterly advice to the Labor Council of NSW regarding the proposed engagement of trainees. The advice will include number, employer, stream and commencement dates for each trainee.

(ii) Trainees employed in this program will not replace existing permanent employees



(iii) The employer is committed to promote the benefits of union membership by:

- issuing union membership application forms to all trainees on employment;
- make the necessary arrangements to ensure that representative of the Labor Council of NSW, the Australian Liquor Hospitality and Miscellaneous Workers Union and the Shop, Distributive and Allied Employees' Association, New South Wales are given the opportunity to address all new trainees during their induction. The purpose of the address is to discuss issues such as occupational health and safety, employment conditions, training conditions and union membership.

### **13. Area, Incidence and Duration**

13.1 This Agreement shall apply to all classes of trainees who would ordinarily be covered by the following awards and are undertaking the Retail (Customer Service) traineeship:

- (i) Shop Employees (State) Award published 2 June 1995 (286 I.G. 28), as varied;
- (ii) Retail Services Employees (State) Award published 30 June 1995 (286 I.G. 460), as varied;
- (iii) Restaurant, &c, Employees' Retail Shops (State) Award published 6 October 1982 and reprinted 11 October 1991 (265 I.G. 353), as varied;
- (iv) Restaurant Employees (State) Interim Award published 3 October 1998 (301 I.G. 405); as varied;
- (v) Caterers' Employees (State) Award published 7 August 1998 (30 I.G. 17) as varied;

excluding the County of Yancowinna.

13.2 This agreement shall be binding on the Shop, Distributive and Allied Employees' Association, New South Wales, the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales, Retail Group Training & Employment Limited, the Hospitality Training Network of New South Wales and Hunter Valley Training Company Limited.

13.3 It shall take effect from the beginning of the first pay period to commence on or after 27th September 1999 and shall have a term of 12 months.



## Part B

The Basic Wage for Adults is \$121.40 per week.

### Table 1

#### Industry/Skill Level B

The rates of pay in Table 1 derive from Skill Level B in the National training wage award as varied from time to time. These rates will apply to all trainees except where otherwise specified.

Highest Year of School Completed	Hourly Rate \$	Weekly Rate \$
Year 10	4.3421	165.00
plus 1 year out of school	5.2105	198.00
plus 2 years	6.0789	231.00
plus 3 years	7.00	266.00
plus 4 years	8.2105	312.00
plus 5 years or more	9.3684	356.00
Year 11	5.2105	198.00
plus 1 year out of school	6.0789	231.00
plus 2 years	7.00	266.00
plus 3 years	8.2105	312.00
plus 4 years	9.3684	356.00
Year 12	6.0789	231.00
plus 1 year out of school	7.00	266.00
plus 2 years	8.2105	312.00
plus 3 years	9.3684	356.00

\* The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

### Table 2

#### Restaurants Employees (State) Interim Award

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Grade 2 the Restaurants Employees (State) Interim Award.

The following rates shall apply to trainees working in a workplace ordinarily covered by the Restaurants Employees (State) Interim Award.



Age of Trainee	Hourly Rate \$	Weekly Rate \$
<18 years	5.33	202.60
18 years	6.02	228.70
19 years	6.88	261.30
20 years	7.74	294.00
21 years & over	8.60	326.70

**Table 3**

**Caterers' Employees (State) Award**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Grade 2 under the Caterers' Employees (State) Award.

The following rates shall apply to trainees working in a workplace ordinarily covered by the Caterers Employees (State) Award.

Age of Trainee	Hourly Rate \$	Weekly Rate \$
<18 years	5.33	202.60
18 years	6.02	228.70
19 years	6.88	261.30
20 years	7.74	294.00
21 years & over	8.60	326.70



**Table 4**

**School Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill levels A, B and C	181.00	198.00 *

\* Assumes that the average proportion of time spent in structured training is 20 per cent.

**Signatories to the Agreement:**

Signed for and on behalf of RETAIL GROUP TRAINING & EMPLOYMENT LIMITED by Gary Watkins, General Manager in the presence of:

*Lucy Shanahan*  
LUCY SHANAHAN

*Gary Watkins*  
GARY WATKINS

Witness

Name of Witness (Print)

1/9

Date

99

Signed for and on behalf of the HOSPITALITY TRAINING NETWORK OF NEW SOUTH WALES by Peter Reddy, Chairman, in the presence of:

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

~~PETER REDDY~~

~~Witness~~

~~Name of Witness (Print)~~

~~Date~~

Signed for and on behalf of the HUNTER VALLEY TRAINING COMPANY PTY LTD by Kay Sharp, General Manager, in the presence of:

*Suzanne Riley*  
SUZANNE RILEY

*Kay Sharp*  
KAY SHARP

Witness

Name of Witness (Print)

2/9/99

Date

Signed for an on behalf of the SHOP DISTRIBUTIVE AND ALLIED EMPLOYEES' ASSOCIATION NEW SOUTH WALES by Greg Donnelly, Secretary, in the presence of:

*Gerard Dwyer*  
GERARD DWYER

*Greg Donnelly*  
GREG DONNELLY

Witness

Name of Witness (Print)

7/9/99

Date

Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales, by Annie Owens, Secretary, in the presence of:

*Joanne Schofield*  
JOANNE SCHOFIELD

*Annie Owens*  
ANNIE OWENS

Witness

Name of Witness (Print)

9/9/99

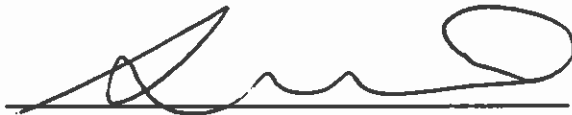
Date





Signed for and on behalf of the  
HOSPITALITY TRAINING NETWORK  
OF NEW SOUTH WALES by Robert  
Goldman, Chairman, in the presence of:

  
\_\_\_\_\_  
ROBERT GOLDMAN

  
\_\_\_\_\_

Witness

Sharonne Wellard

Name of Witness (Print) 7/9 Date 99

