

**AUSTRALIAN INDUSTRY GROUP TRAINING SERVICES PTY LTD
ENTERPRISE AGREEMENT 2009**

1. TITLE

This Agreement shall be known as the Australian Industry Group Training Services Pty Ltd Enterprise Agreement 2009 and is intended to be approved as a Workplace Agreement under the *Workplace Relations Act 1996*.

2. APPLICATION

This Agreement shall apply throughout Australia to each employee of Australian Industry Group Training Services Pty Ltd (AiGTS) who is undertaking an apprenticeship or traineeship within any of the industries or occupations covered by the *Metal, Engineering and Associated Industries Award 1998*, the *Manufacturing and Associated Industries and Occupations Award 2010* and any award that supersedes or replaces these awards.

3. PARTIES BOUND

This Agreement is binding upon:

- (a) Australian Industry Group Training Services Pty Ltd; and
- (b) All employees of Australian Industry Group Training Services Pty Ltd who are described in clause 2 - Application of this Agreement.

4. NOMINAL EXPIRY DATE

The nominal expiry date of this Agreement is the fifth anniversary of the date on which the Agreement is lodged with the Workplace Authority.

5. RELATIONSHIP BETWEEN THE AUSTRALIAN FAIR PAY AND CONDITIONS STANDARD AND THIS AGREEMENT

- (a) The Australian Fair Pay and Conditions Standard ("the AFPC Standard") is a set of minimum employment entitlements prescribed within the *Workplace Relations Act*. From 1 January 2010 the AFPC Standard will be replaced with the National Employment Standards under the *Fair Work Act*.
- (b) In summary, the AFPC Standard provides the following entitlements:
 - A basic rate of pay, classifications and casual loading, as set out in the relevant Australian Pay and Classifications Scale;
 - An average of 38 ordinary hours of work per week;
 - Four weeks annual leave per annum with an additional week for certain continuous shiftworkers;
 - Up to 10 days per annum paid personal/carer's leave;
 - Up to two days unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements;
 - Up to two days paid compassionate leave per occasion; and
 - Up to 12 months unpaid parental leave.

- (c) In summary, the National Employment Standards provide the following entitlements:
- An average of 38 ordinary hours of work per week;
 - An employee with 12 months' service has the right to request a change in working arrangements to assist the employee to care for a child under school age. The employer can refuse the request on reasonable business grounds;
 - Up to 12 months unpaid parental leave;
 - Four weeks annual leave per annum with an additional week for certain continuous shiftworkers;
 - Up to 10 days per annum paid personal/carer's leave;
 - Up to two days unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements;
 - Up to two days paid compassionate leave per occasion;
 - Paid jury service leave and unpaid leave for eligible community service activities;
 - Long service leave consistent with the relevant federal award provisions;
 - Public holidays;
 - Notice of termination and redundancy pay, subject to certain exclusions; and
 - The provision of a Fair Work Information Statement to new employees.
- (d) Until 31 December 2009, the AFPC Standard applies to employees covered by this Agreement, except where this Agreement provides a more favourable outcome.
- (e) From 1 January 2010, the National Employment Standards apply to employees covered by this agreement, except where this agreement provides a more favourable outcome.

6. INCORPORATION OF AWARD TERMS

- (a) Except as provided for in subclause 6(d) and clause 8, until 31 December 2009 this Agreement incorporates the terms of the *Metal, Engineering and Associated Industries Award 1998* and the *Metal, Engineering and Associated Industries (Superannuation) Award 2000* as varied from time to time.
- (b) From 1 January 2010, this agreement incorporates the terms of the *Manufacturing and Associated Industries and Occupations Award 2010*, as varied from time to time.
- (c) Where there is any inconsistency between a term in this Agreement and a term in the awards referred to in 6(a) and 6(b) which have been incorporated, the term in this Agreement shall take precedence to the extent of the inconsistency. In incorporating award terms into this Agreement they are to be read as altered to incorporate necessary changes resulting from them being provisions of an Agreement rather than provisions of an award. For example, the words "this award" would become "this Agreement".
- (d) Under the *Workplace Relations Act* it is an offence to include "prohibited content" in an enterprise agreement. The following clauses of the awards referred to in subclause 6(a) have been assessed by the Workplace Authority

as containing or potentially containing prohibited content and are not terms of this enterprise agreement:

(i) *Metal, Engineering and Associated Industries Award 1998 – Part I:*

3.1.2 – Noticeboard; 3.2 - Dispute resolution procedure; 4.2.8 -The *National Training Wage Award 2000* – clauses 12 and 13; 5.1.3(c)(ii) - National Oversighting Committee re. competency standards; 5.1.3(g) - Board of reference re. competency standards; 5.1.3(d) - Training courses re. implementation of competency standards; 5.1.3(e) - Board of reference re. competency standards; 5.8.4(a) - Assessment of capacity – supported wage system; 5.8.5(b) - Lodgement of assessment instrument – supported wage system; 7.1.6(b) - Public holidays falling during a period of annual leave; 7.4.10(d) - Returning to work after parental leave if employed by a labour hire company; 7.5.3 - Effect on payment for holidays if absent on working day before or after; 7.5.5 - Cross reference to 7.1.6 re. public holidays falling during a period of annual leave.

(ii) *Metal, Engineering and Associated Industries (Superannuation) Award 2000:*

10.1.2 - The final sentence of this paragraph, which commences with the wording “*If a dispute or difficulty arises*”.

7. WAGES

The employees covered by this Agreement will at all times be paid no less than the relevant wage rate in the Australian Pay and Classification Scale or award.

Many host employers pay AiGTS apprentices and trainees over-award wages. This agreement is not intended to impact upon such payments.

8. LONG SERVICE LEAVE

This Agreement incorporates the terms of Part IV – Long Service Leave of the *Metal, Engineering and Associated Industries Award 1998* as at the date when this agreement was made except for clause 11 – Exceptions.

This Agreement operates to the exclusion of any State or Territory law in relation to long service leave or which provides any benefits in the nature of, or in respect of, long service leave or which requires payments or contributions into a portable long service leave scheme or fund such as that provided for in the *Construction Industry Long Service Leave Act 1997 (Vic)*.

This clause is intended to be a complete statement of rights and liabilities of persons bound by this agreement as it relates to the subject matters dealt with in this clause.

9. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute about a matter arising under this Agreement, the model dispute resolution process in Part 13 of the *Workplace Relations Act* will apply.

10. SIGNATURES:

For the Company

Signatory Name: _____

Signatory Address: _____

Basis of signatory's authority to sign the Agreement:

Signature: _____ Date: _____

Witness Name and Address: _____

Witness Signature: _____

For the Employees

Signatory Name: _____

Signatory Address: _____

Basis of signatory's authority to sign the Agreement:

The above person was appointed by the employees to sign the Agreement on their behalf.

Signature: _____ Date: _____

Witness Name and Address: _____

Witness Signature: _____