



NURSES (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

Level 3, 222 Pitt Street Sydney NSW 2000

PO Box A2178 Sydney South NSW 1235

Telephone: 02 8267 4365

Fax: 02 8267 4225

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1. TITLE

This award shall be known as the Nurses' (Private Sector) Training Wage (State) Award.

2. APPLICATION

- (a) Subject to subclause (c) of this clause, this award shall apply to persons who are undertaking training as an assistant in nursing under a traineeship (as defined). This award is to be read in conjunction with the awards listed in clause 12, Area, Incidence and Duration, or any former industrial agreement of the Industrial Relations Commission of New South Wales which covers the terms and conditions of employment of persons performing work covered by the listed awards in the said clause 12.
- (b) The terms and conditions of the awards listed in the said clause 12 or any former industrial agreements of the Industrial Relations Commission shall apply, except where inconsistent with this award.
- (c) Notwithstanding the foregoing, this award shall not apply to employees who were employed under an award in clause 12 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).
- (d) This award does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998, or in an award that binds the employer.
- (e) For the removal of any doubt, this award only applies to the employment of trainees as trainee assistants in nursing.

3. OBJECTIVE

The objective of this award is to assist with the establishment of a system of traineeships which provides 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. It is intended to apply only to the employment of trainees as assistants in

nursing. Except as provided for in clause 5, nothing in this award shall be taken to replace the prescription of training requirements in the parent award.

4. DEFINITIONS

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

"Association" means the New South Wales Nurses' Association.

"Parent Award" means the awards listed in clause 12, Area, Incidence and Duration, and includes subsequent awards rescinding, varying or replacing the awards listed in clause 12 Area, Incident and Duration.

"Parties to a Traineeship Scheme" means the employer organization and/or the employer and the relevant union involved in the consultation and negotiation for the approval of a traineeship scheme.

"Relevant NSW Training Authority" means the Department of Education and Training, or successor organization

"Relevant Union" means the New South Wales Nurses' Association, which is entitled to enrol the Trainee as a member.

"School-Based Trainee" means 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.

"Structured training" means that training which is specified in the Training Plan, which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves 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 a set out in subclause 5(f).

"Trainee" means any employee, employed for training as an assistant in nursing, who is bound by a traineeship agreement made in accordance with this award.

"Traineeship" means a system of training which has been approved by the relevant NSW Training Authority or which meets the requirement of a National Training Package developed by the relevant NSW Training Authority and endorsed by the National Training Framework

Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, until final approval is granted by the relevant NSW Training Authority, and includes full-time traineeships, part-time traineeships and school based traineeships..

"Traineeship Agreement" means an agreement made, subject to the terms of this award, 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.

"Traineeship Scheme" means an approved traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise. A traineeship scheme shall not be given approval unless consultation and negotiation with the relevant union(s) upon the terms of the proposed traineeship scheme and the traineeship have occurred. An application for approval of a traineeship scheme shall identify the relevant union(s) and demonstrate to the satisfaction the relevant NSW Training Authority that the abovementioned consultation and negotiations have occurred. A traineeship scheme shall include a standard format, which may be used for a traineeship agreement.

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

References in this award to **"the relevant NSW Training Authority or NETFORCE"** shall be taken to be references to NETFORCE in respect of a traineeship that is the subject of an interim approval, but not a final approval by the relevant NSW Training Authority. NETFORCE powers and functions stipulated in this award may be circumscribed by terms of an agreement between NETFORCE and the relevant NSW Training Authority.

5. TRAINING CONDITIONS

- (a) 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; or NETFORCE if the traineeship scheme remains subject to interim approval.
- (b) 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 or NETFORCE, 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 or NETFORCE. 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.

- (c) The employer shall provide a level of supervision in accordance with the traineeship agreement during the traineeship period.
- (d) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority or NETFORCE and training records or workbooks may be utilised as part of this monitoring process.
- (e) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g., literacy, numeracy, problem solving, teamwork, using technology), and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) 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 proposed to be included in the Australian Vocational Certificate Level 2 qualification or above.

6. EMPLOYMENT CONDITIONS

- (a) A trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part time trainee for a maximum period of two years, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.
- (b) A Trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer.

- (c) 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.
- (d) Where the trainee completes the qualification in the traineeship agreement earlier than the time specified in the traineeship agreement, the traineeship may be concluded by mutual agreement.
- (e) An employer shall not terminate the employment of a trainee without firstly having provided written notice of termination to the trainee concerned and the relevant NSW Training Authority in accordance with the traineeship agreement or the Industrial and Commercial Training Act 1989.
- (f) 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.
 - (i) The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure the training programme 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 a traineeship scheme.
- (g) All other terms and conditions of the relevant award(s) or former industrial agreements that are applicable to the trainee or would be applicable to the trainee but for this award, shall apply unless specifically varied by this award.
- (h) 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.

- (i) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend structured training in accordance with the training agreement.
- (j) 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 the Parent Award or any other legislative entitlement.

7. WAGES

- (a)
 - (i) The weekly wages payable to full-time trainees shall be provided in Table 1 - Wages - Trainees, of Part B, Monetary Rates, and in accordance with clause 7, Employment Conditions.
 - (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship, which includes approved training as defined in this award.
 - (iii) The wage rates prescribed by this clause do not apply to the complete trade level training, which is covered by the apprenticeship system.
 - (iv) The rates of pay provided in this award include the adjustments payable under the State Wage Case May 2002. These adjustments may be offset against:
 - Any equivalent over award payments; and/or
 - Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- (b) The wage rates have been determined, having regard to the following criteria:
 - (i) the agreement of the parties;
 - (ii) the nature of the industry;
 - (iii) the total training plan;
 - (iv) recognition that training can be undertaken in stages;

- (v) the exit skill level in the relevant award contemplated by the traineeship.
- (c) 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 part a year of schooling beyond Year 10;
 - (iii) not include any period during a calendar year in which a year of schooling is completed; and
 - (iv) have effect on an anniversary date being 1 January in each year
- (d) No increase in wage rates, as a result in an increase in the number of years “out of school” experienced by a trainee, shall be payable before 1 January 1997.
- (e) At the conclusion of the traineeship, this award ceases to apply to the employment of the trainee and the relevant award shall apply to the former trainee.

8. PART-TIME TRAINEESHIPS

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.

- (a) 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:

Full-time wage rate: $\frac{\text{trainee hours} - \text{average weekly training time}}$

x 30.4*

- * **NOTE:** 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e., 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.

- (b) **"Full-time wage rate"** means the appropriate rate as set out in Table 1 - Wages - Trainees, of Part B, Monetary Rates and School Based Traineeships in Table 2 of Part B.
- (c) **"Trainee hours"** shall be the hours worked per week, including the time spent in approved training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.
- (d) **"Average weekly training time"** is based upon the length of the traineeships specified in the traineeship agreement or training agreement as follows:

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

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.

- (e) 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.
- (f) A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
- (g) The minimum engagement periods specified in the relevant awards shall also be applicable to part-time trainees.

EXAMPLE

Example of the calculation for the wage rate for a part-time traineeship:

A school leaver (year 10) commences a traineeship in Year 11 (plus one year out of school).

The ordinary hours of work in the relevant award are 38. The training agreement specifies two years (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 for a school leaver, plus one year out of school is:

$\$187 \times \frac{15 - 3.8}{30.4} = \68.90 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

9. SCHOOL BASED TRAINEESHIPS

- (a) School Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
- (b) For the purposes of this Award, a School Based Trainee shall become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.
- (c) An Employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant NSW Training Authority in accordance with the Traineeship Agreement or the Industrial and Commercial Training Act 1989.

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.

- (d) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend structured training in accordance with the Traineeship Agreement
- (e) 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 the Parent Award or any other legislative entitlement.
- (f) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.
- (g) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Relevant Award
- (h) No Trainee shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork 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-shiftwork Trainees.
- (i) The Trainee wage 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 a Traineeship Scheme.
- (j) All other terms and conditions of the relevant award(s) or former industrial agreements that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
- (k) A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

10. GRIEVANCE PROCEDURES

- (a) 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, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organization 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 organization representing either party.
 - (vi) Whilst this grievance procedure is being followed, normal work shall continue.
- (b) Procedures relating to disputes, etc., between employers and their trainees:
- (i) A question, dispute or difficulty must initially be dealt with at the workplace 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 organization representing any of the parties to the dispute.
 - (iii) Reasonable time limits must be allowed for discussions 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 organization of employers and the trainee may be represented by an industrial organization of employees for the purpose of each procedure.

11. LEAVE RESERVED

Leave is reserved to the parties to the award to vary this award by consent to reflect the terms of the Training Wage Interim (State) Award or any successor to that award.

12. AREA, INCIDENCE AND DURATION

- (a) This award shall apply to all classes of trainees who would ordinarily be covered by the following awards:
 - Private Hospital Industry Nurses (State) Award published 3 November 1995 (289 I.G. 57), as varied;
 - Nursing Homes, &c., Nurses' (State) Award published 3 November 1995 (289 I.G. 5), as varied;
 - Nurses, &c., Other Than in Hospitals, &c. (State) Award published 15 October 1993 (276 I.G. 1108), as varied;
 - Occupational Health Nurses' (State) Award published 15 October 1993 (276 I.G. 1080), as varied.
- (b) This award shall take effect from the beginning of the first pay period to commence on or after 26 March 1996 and shall have a nominal term of 12 months.