



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Plumbing, Electrical, Electronic and Refrigeration Vocational Education,  
Employment and Training Incorporated T/A PEER VEET**  
(AG2017/1941)

**PEER VEET APPRENTICE AND TRAINEE ENTERPRISE  
AGREEMENT 2016**

Educational services

COMMISSIONER LEE

MELBOURNE, 4 AUGUST 2017

*Application for approval of the PEER VEET Apprentice and Trainee Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *PEER VEET Apprentice and Trainee Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated T/A PEER VEET. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 August 2017. The nominal expiry date of the Agreement is 17 May 2021.



COMMISSIONER

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<Price code G, AE425083 PR595122>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2017/1941

Applicant:

Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, **Michael Watters, Executive Director for Corporate Services & Transformation for Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)** give the following undertakings with respect to the *PEER VEET Apprentice and Trainee Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by PEER VEET to provide this undertaking in relation to the application before the Fair Work Commission. In relation to concerns by the Commissioner in relation to the Agreement, I undertake the following:
2. **Definition of a Shiftworker**  
At present, it is not customary for the employer to employ "shiftworkers". However, for the purpose of section 87, a shiftworker under this Agreement would be an employee who:
  - (i) is employed in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week; and
  - (ii) is regularly rostered to work those shifts; and
  - (iii) regularly works on Sundays and public holidays.
3. **Annual Leave**  
As per s. 90 of the Fair Work Act, all employees will receive their annual leave loading upon termination, regardless of the reason for the termination, and contrary to clause 23.2 of the Agreement which excludes employees terminated due to serious misconduct.
4. **Personal/Carer's Leave**  
Contrary to clause 24.1 of the Agreement, there is no intention for an employee's right to personal/carers leave to be restricted. Employees will be entitled to their accrued personal/carers leave as per the NES.
5. **Rates of Pay**  
Employees covered by the Agreement are better off than the relevant awards in a number of areas, such as:
  - Increased flexibility and right to overtime meal breaks (cl 21.5)
  - Paid Education Assistance Leave (cl 29)
  - Paid Union Education Leave (cl 29.4)
  - Paid Extended Personal Leave (cl 30)
  - Prescription safety glass reimbursement (cl 34.3)Additionally, rates of pay provided under the Agreement from the 1<sup>st</sup> July 2017 and for subsequent years will be better off than the Award. Pay rates under the Agreement are only

equivalent to the Award from Certification to the 1<sup>st</sup> July 2017, given Certification is post 1<sup>st</sup> July 2017 this situation will not occur as all subsequent rates are intended to be above Award rates.

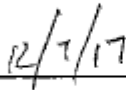
6. **Cancellation of Apprenticeship**

An employee whose contract of training is cancelled either by expiry or for other reasons will, as per the clause 15.4 of the *Plumbing and Fire Sprinklers Award 2010*, be given 2 weeks' notice of termination or notice in accordance with the NES, whichever is greater.

7. These undertaking have been provided in consultation with the bargaining representatives, whose views were sought before being provided to the Fair Work Commission.

A handwritten signature in black ink, appearing to be 'A. Little', written over a horizontal line.

Signature

A handwritten date '12/1/17' in black ink, written over a horizontal line.

Date



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IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2017/1941

Applicant:  
Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, **Michael Watters, Executive Director for Corporate Services & Transformation for Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)** give the following undertakings with respect to the *PEER VEET Apprentice and Trainee Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by PEER VEET to provide this undertaking in relation to the application before the Fair Work Commission.
2. An earlier undertaking has been provided, which satisfies the Commissioner in all aspects with the exception of Trainees employed under the Agreement. This Undertaking aims to address the concerns of the Commissioner for Trainees.
3. I confirm trainees employed under the Agreement receive the same hourly rate of pay they would under an applicable Award. However, below I set out how these employees remain better off under the agreement.
4. **Business/Admin Trainees (reference Award: Clerks – Private Sector Award 2010)**
  - 4.1 It is not the intent, nor ordinary practice, of the employer to allow Trainees to work for less than 3 hours. As such, I confirm that all trainees will be entitled to a minimum of 3 hours, and in most instances, 6 or more hours work.
  - 4.2 While it is not the ordinary practice that any such allowances will apply or be relevant to Business/Admin Trainees employed by PEER VEET, I confirm that all work-related allowances as set in clause 19 of the Award (as varied) will be provided to employees as a minimum (when relevant). Such allowances relate to clothing and footwear, meals, vehicles, living away from home, first aid, and higher duties.
  - 4.3 It is the ordinary practice, and will continue to be the case, that Business/Admin Trainees will be provided a meal break within 5 hours of commencing work.
  - 4.4 The Make-up time entitlement under 27.6 of the Award is intended to be available to Business/Admin Trainees under the Agreement, and is enabled by the Flexibility clause (clause 13).



4.5 Business/Admin Trainees under the Agreement are better off than those under the Award based on the above entitlements being equal to the Award, and given the additional entitlements they are provided under the Agreement including paid Education Assistance Leave and paid Extended Personal Leave.

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5. **Communication/Security Trainees (reference Award: Electrical, Electronic and Communications Contracting Award 2010)**

5.1 It is not the intent, nor ordinary practice, of the employer to allow Trainees to work shiftwork. In the unlikely scenario this occurs, the employee will be provided with paid meal breaks and penalty rates equal or above those provided in the Award.

5.2 The allowances likely to apply to employees that are provided in the Award have been set out in the Agreement. However, while it is not the ordinary practice that any additional allowances contained in the Award will apply or be relevant to Communication/Security Trainees employed by PEER VEET, I confirm that all allowances as set in the Award (as varied) will be provided to employees as a minimum (when relevant).

5.3 Communication/Security Trainees under the Agreement are better off than those under the Award based on the above entitlements being equal to the Award, and given the additional entitlements they are provided under the Agreement including paid Education Assistance Leave and paid Extended Personal Leave.

6. Any future increases to allowances or wage rates for Trainees will be applied, as a minimum, to the employees. Their additional entitlements lead them to be better off than the relevant reference instrument.

7. These undertaking have been provided in consultation with the bargaining representatives, whose views were sought before being provided to the Fair Work Commission.

  
\_\_\_\_\_  
Signature

21/7/17  
\_\_\_\_\_  
Date

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

**PLUMBING, ELECTRICAL, ELECTRONIC & REFRIGERATION VOCATIONAL  
EDUCATION, EMPLOYMENT & TRAINING INCORPORATED**



# **APPRENTICE AND TRAINEE ENTERPRISE AGREEMENT 2016**

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# **PART 1: AGREEMENT OPERATION**

## **1. INTRODUCTION AND KEY OBJECTIVES**

This Agreement has been jointly developed by PEER VEET, the Employees and the Union.

PEER VEET's primary objective is to provide employment and the best vocational education and training to Apprentices and Trainees in South Australia. In turn, PEER VEET aims to provide safe, efficient and highly productive Employees to Host Employers.

The performance of every Employee is critical to achieving PEER VEET's objectives and the Employees agree to actively co-operate with management and trainers to achieve high levels of safety, productivity and cost efficient operations.

## **2. TITLE**

This is a Single Enterprise Agreement (as defined in section 172 of the Act) and shall be titled the 'PEER VEET Apprentice and Trainee Enterprise Agreement 2016'.

## **3. PERIOD OF OPERATION**

This Agreement shall come into operation seven days following receipt of a notice issued by The Fair Work Commission in relation to passing the Better Off Overall Test and shall have a nominal expiry date of four years from the date the agreement is made. This Agreement may be terminated in accordance with Division 7 of Part 2-4 of the Act.

## **4. PARTIES**

This Agreement shall be binding upon:

PEER VEET;

The Employees falling into the classifications specified in this Agreement; and  
CEPU - Electrical, Energy and Services Division.

## **5. APPLICATION**

This Agreement applies to PEER VEET and all of the Employees, as defined in clause 6, employed by PEER VEET.

The Parties acknowledge that from time to time Host Employers, clients and head contractors who engage PEER VEET will have site, project or other agreements, including site rate agreements and site allowance agreements with trade unions and/or employees directly. It is expressly agreed by the Parties that the terms and conditions of this Agreement will at all times prevail over (i.e. be in lieu of) the terms and conditions of such agreements, whether such agreements arise under contract, state or federal industrial instruments or otherwise.

## **6. DEFINITIONS**

For the purpose of this Agreement:

**'The Act'** means the Fair Work Act 2009 (as amended).

**'Agreement'** means this Single Enterprise Agreement.

**'Apprentice/Trainee'** means a person (who may be either an apprentice or trainee) undertaking training in a trade, declared vocation or other occupation under a contract of training.

**'CEPU'** means Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Electrical, Energy and Services Division.

**'CITB'** means the Construction Industry Training Board.

**‘Clerical Vocation’** refers to, but is not limited to, the following skill streams:

- Clerical Processing (Office Administration)
- Business Services
- Information Technology

**‘Company’** means Plumbing, Electrical, Electronic & Refrigeration Vocational Education, Employment and Training Incorporated (“PEER VEET”).

**‘Electro-technology Vocation’** refers to, but is not limited to, the following skill streams:

- Electrical (Electrician)
- Electrical (Powerline)
- Electrical/Electronics
- Electronics/Communications
- Television/Radio/Electronics
- Instrumentation
- Refrigeration/Air-Conditioning
- Lines/Cable Work (Power Distribution)

**‘Employee’** means an apprentice or trainee of PEER VEET performing work within the scope of this Agreement.

**‘Employer’** means PEER VEET (i.e. PEER VEET) or an agent/manager of PEER VEET.

**‘FWC’** means the Fair Work Commission.

**‘Host Employer’** means an employer that enters into a Customer (Host Employer) Agreement with PEER VEET for the purposes of engaging PEER VEET Employees.

**‘NES’** means the National Employment Standards.

**‘Parties’** mean the Employer, the Employees and, the Union as defined herein.

**‘Plumbing Vocation’** refers to, but is not limited to, the following skill streams:

- Plumbing and Gasfitting;
- Registered Sanitary Plumber
- Mechanical Services Plumber
- Roof Plumber
- Irrigation Installer

**‘T&SD Act’** means the Training and Skills Development Act 2008 (as amended).

## **7. COMPLETE AGREEMENT (EXPRESS EXCLUSION OF AGREEMENT/S AND AWARD/S – EXCEPT WAGE RATES)**

The Parties acknowledge that the terms and conditions of this Agreement represent the totality of all matters in the employment relationship and thus expressly exclude and displace the operation of any, and all other matters and conditions of any Enterprise Agreement and/or Award, except for the reference to wage rates and allowances as provided by Clause 14 of this Agreement.

For the purposes of this Clause the relevant Awards are as follows:

- Electrical, Electronic and Communications Contracting Award 2010
- Plumbing and Fire Sprinklers Award 2010
- Clerks – Private Sector Award 2010

## 8. PEER VEET APPRENTICE AND TRAINEE HANDBOOK

This Agreement shall be read in conjunction with the Company policies and procedures and the Training and Skills Development Act 2008 or its successor.

Employees shall comply with all Company policies and procedures. Employees shall also comply with instructions as detailed in the PEER VEET Apprentice and Trainee Handbook as varied from time to time.

## 9. NO EXTRA CLAIMS

The Parties shall not pursue any extra claims for the life of this Agreement. Where any disagreement arises, the Parties shall follow the Dispute Settlement Procedure contained in this Agreement. The Parties acknowledge that no industrial action can be taken in support of any matter(s) whatsoever which is covered or not covered by this agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

## 10. EMPLOYEE ENGAGEMENT

10.1 Employees engaged under an apprenticeship or traineeship will be engaged as either full time or part time fixed-term Employees for the duration of their apprenticeship or traineeship.

A **full-time** Employee is one engaged to work 38 hours per week plus reasonable additional hours.

A **part-time** Employee is an Employee engaged on a regular basis to work less than 38 hours per week plus reasonable additional hours. A part-time Employee is entitled to all the benefits of this Agreement on a pro rata basis of 1/38 of the full-time entitlement for each hour worked. A part-time Employee required to work outside of the hours agreed under their contract of employment shall receive the overtime provisions as contained in this Agreement.

Notwithstanding any other provisions of this Agreement, should an Employee's Contract of Training be cancelled, either by expiry or for other reasons, the Employee's employment will also be terminated.

10.2 Employees shall be party to a contract of apprenticeship or a training agreement in accordance with the requirements of the apprenticeship authority or State legislation. PEER VEET will provide training and/or provide access to training consistent with the contract or training agreement and without loss of pay.

10.3 An apprenticeship or traineeship may be cancelled or suspended in accordance with the requirements of the Contract of Training agreement and Clause 11 of this Agreement.

10.4 The probationary period of an Employee will be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the state training authority and State legislation.

10.5 Employees attending technical colleges, schools and registered training organisations shall be reimbursed (after providing evidence/receipts of the payment and, in the case of fees, evidence of successful completion of the unit) for the following:

- all fees paid by the Employee in connection with the training contract less any amount paid to the Employee for reimbursement of these fees, by the government or other statutory bodies;
  - Fees may not be paid for unsatisfactory progress.
- all prescribed textbooks (as provided by the relevant RTO) purchased by an Employee in connection with training specified in, or associated with, the training contract.

- Employees will not be entitled to reimbursement for updating a textbook if such update is not deemed necessary for your training.
- To ensure a textbook is covered by this clause, Employees are recommended to confirm the textbook will be reimbursed before purchasing.

For Employees undertaking training at PEER VEET, rather than reimbursing, fees, textbooks and/or updates they will be provided (or paid for) upfront by PEER VEET.

- 10.6 If during the period of apprenticeship an apprentice has served less than the ordinary working days as prescribed by this Agreement or has been unlawfully absent from work, for every day short or absent the apprentice will serve an additional day in the apprenticeship period. Provided that in calculating the extra time to be so served, the apprentice will be credited with time which the apprentice has worked during the relevant year in excess of the apprentice's ordinary hours.

### **10.7 School-Based Apprenticeships**

- (a) This clause shall apply to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.
- (b) The hourly rates for full-time junior and adult apprentices as set out in this Agreement shall apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (c) For the purposes of (b) above, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice is paid is deemed to be 25% of the actual hours each week worked on-the-job. The wages paid for training time may be averaged over the semester or year.
- (d) The school-based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- (e) For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- (f) The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed six years.
- (g) School-based apprentices shall progress through the wage scale at the rate of 12 months progression for each two years of employment as an apprentice.
- (h) These rates are based on a standard full-time apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- (i) Where an apprentice converts from school-based to full-time, all time spent as a full-time apprentice shall count for the purposes of progression through the wage scale. This progression shall apply in addition to the progression achieved as a school-based apprentice.
- (j) School-based apprentices shall be entitled to pro-rata to all of the conditions of employees under this Agreement.

## **11. DISPUTE SETTLEMENT PROCEDURE**

### **PART 1 – DISPUTES RELATING TO EMPLOYMENT CONDITIONS**

- 11.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 11.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 11.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to The Fair Work Commission.
- 11.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- Note* If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 11.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 11.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

## **PART 2 – DISPUTES RELATING TO CONTRACTS OF TRAINING (APPRENTICESHIP/TRAINEESHIP)**

Disputes and grievances relating to Contracts of Training shall be dealt with in accordance with Division 4 of the T&SD Act 2008 or its successor.

The following is a summarised overview of Division 4 Point 64, 65, 66 and 68 of the T & SD Act 2008.

If a dispute arises between Parties to a Contract of Training one of the Parties may refer the matter to the South Australian apprentice and trainee regulatory body and/or the SA Industrial Relations Commission for resolution.

The resolution may include (but not limited to) the following:

- Suspend the employment of an Employee for a period not exceeding four (4) weeks;
- Extend or reduce the term of a Contract of Training;
- Terminate a Contract of Training.

If PEER VEET has reasonable grounds to believe that an Employee is guilty of wilful and serious misconduct, PEER VEET may suspend the Employee from employment for up to seven (7) working days. PEER VEET must immediately notify the SA Industrial Relations Commission of a suspension of an Employee.

### **12. CONSULTATION**

#### **12.1. This term applies if the Employer:**

- (a). has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b). proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### *Major change*

#### **12.2. For a major change referred to in paragraph 12.1 (a):**

- (a). the Employer must notify the relevant Employees of the decision to introduce the major change, prior to the decision being made when practicable; and
- (b). subclauses 12.3 to 12.9 apply.

#### **12.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.**

#### **12.4. If:**

- (a). a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b). the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

#### **12.5. As soon as practicable after making its decision, the Employer must:**

- (a). discuss with the relevant Employees:

- (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b). for the purposes of the discussion—provide, in writing, to the relevant Employees:
- (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

12.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

12.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

12.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 12.2.1 and subclauses 12.3 and 12.5 are taken not to apply.

12.9. In this term, a major change is *likely to have a significant effect on Employees* if it results in:

- (a). the termination of the employment of Employees; or
- (b). major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
- (c). the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d). the alteration of hours of work; or
- (e). the need to retrain employees; or
- (f). the need to relocate employees to another workplace; or
- (g). the restructuring of jobs.

#### *Change to regular roster or ordinary hours of work*

12.10. For a change referred to in paragraph 12.1.2:

- (a). the employer must notify the relevant Employees of the proposed change; and
- (b). subclauses 12.11 to 12.15 apply.

12.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

12.12. If:

- (a). a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b). the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

12.13. As soon as practicable after proposing to introduce the change, the Employer must:

- (a). discuss with the relevant Employees the introduction of the change; and
- (b). for the purposes of the discussion—provide to the relevant Employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (iv) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

12.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

12.16. In this term:

*relevant Employees* means the employees who may be affected by a change referred to in subclause 12.1.

## **13. FLEXIBILITY**

PEER VEET and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with 1 or more of the following matters:
  - arrangements about when work is performed;
  - overtime rates;
  - penalty rates;
  - allowances;
  - leave loading; and
- (b) the arrangement meets the genuine needs of PEER VEET and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by PEER VEET and Employee.

PEER VEET must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and

- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

PEER VEET must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of PEER VEET and Employee; and
- (c) is signed by PEER VEET and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - the terms of the Agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

PEER VEET must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

PEER VEET or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement;  
or
- (b) if PEER VEET and Employee agree in writing — at any time.

## **PART 2: RATES OF PAY AND SUPERANNUATION**

### **14. RATES OF PAY**

Upon approval by the Fair Work Commission of this Agreement, the hourly rates of pay as set out in Appendix A of this Agreement will be paid to Employees and shall form the basic rates of pay under this Agreement.

Your rate of pay will not fall below the relevant Award.

It is agreed that allowances for electrotechnology and plumbing Apprentices as contained in Appendix B of this Agreement shall be varied in accordance with the percentage increases applied to the Apprentice minimum allowances of the relevant Award as a result of future FWC pay decisions. Such rate table will be made available to Employees by the Company.

For the purposes of this Clause the relevant Awards are as follows:

- Electrical, Electronic and Communications Contracting Award 2010
- Plumbing and Fire Sprinklers Award 2010

The rates for Trainees as set out in Appendix A shall be varied in accordance with the percentage increases applied to the National Training Wage Schedule as a result of future FWC pay decisions.

### **15. PAYMENT OF WAGES**

Unless prior arrangements have been made, PEER VEET shall pay Employees their weekly net wage, plus any penalty rates, shift allowance/loadings or, any other applicable allowances directly into their bank accounts on the relevant pay day of PEER VEET or the Employee's Host Employer.

Employees' payslips shall be sent electronically. Where an Employee seeks to have the payslip password protected for security purposes they will be required to provide PEER VEET with a password for the payslip attachment file (i.e. this does not mean the password to access your e-mail account).

Where it is not possible for an Employee to have their payslip emailed to them then their payslip shall be posted to them on the relevant pay day.

Should an Employee have any queries in regard to their pay they shall, in the first instance, discuss the matter with PEER VEET.

### **16. SUPERANNUATION**

It is agreed between the Parties that PEER VEET will pay an eligible Employee their weekly superannuation contributions on a monthly basis to a superannuation fund as determined by the Employee upon commencement of their employment. Where the Employee does not make a choice of superannuation fund (upon commencement of their employment) PEER VEET shall make the required statutory contributions to a company designated default fund (CBus) until the time when such a choice is requested by the Employee.

## **PART 3: HOURS OF WORK, RDO'S, BREAKS, REASONABLE ADDITIONAL HOURS (OVERTIME) AND SHIFT WORK**

### **17. HOURS OF WORK**

Full-time Employees shall be required to work 38 hours per week plus any reasonable additional hours (overtime).

Start and finish times shall be as determined from time to time by PEER VEET or, the Host Employer.

Provided that where PEER VEET, Host Employer and the relevant (full-time) Employee/s agree/s, hours of work may also be worked at an average of 38 hours per week (plus any reasonable additional hours (overtime), on one of the following bases:

- 38 hours within a work cycle not exceeding seven consecutive days; or
- 76 hours within a work cycle not exceeding fourteen consecutive days; or
- 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- 152 hours within a work cycle not exceeding twenty-eight consecutive days.

It is agreed that the spread of hours (6.00am to 6.00pm, Monday to Friday) may be altered by mutual agreement between PEER VEET, Host Employer and the relevant (full-time) Employee/s.

#### **17.1. Extension of Ordinary Hours**

When agreed by the employee and the Host Employer ordinary hours of work, not exceeding 12 on any one day, may be worked, whereby the maximum ordinary hours per week shall not exceed 38.

#### **17.2. Change of Host Employer**

PEER VEET will (where practicable) provide Employee's a minimum of one working days' notice of change of Host Employer.

### **18. ROSTERED DAY OFF (RDO) SYSTEM**

Provided that where PEER VEET, Host Employer and the relevant (full-time) Employee/s agree/s, the hours of work may be an *average* of 38 hours per week plus any reasonable additional hours (overtime). Whereby ordinary hours of work shall still be 38 hours per week, worked between the hours of 6.00am and 6.00pm, Monday to Friday inclusive but, may be in accordance with one of the following options:

- By Employees working less than 8 ordinary hours each day; or
- By Employees working less than 8 ordinary hours on one or more days in each week; or
- By Employees working less than 8 ordinary hours on one or more days in each fortnight; or
- By fixing one weekday on which all Employees will be off during a particular work cycle; or
- By rostering Employees off on various days of the week during a particular work cycle so that each Employee has one day off during that cycle.

**For example:** The most commonly used RDO system requires employees to work a 40 hour week (i.e. 5 x 8 hour days) and only get paid for 38 hours (i.e. 5 x 7.6 hour days). Under this system the 0.4 hour of overtime worked each day accrues towards a paid day off (i.e. "RDO") which is taken once every 4 weeks (i.e. each time that 7.6 hours accrues).

### 18.1. **RDO Accrual**

When absent from duty Employees shall only accrue RDO credit/s when on annual leave, long service leave, public holidays, paid sick leave/personal leave, workers compensation, bereavement leave or jury service.

### 18.2. **Attending Registered Training Organisation (RTO) on a Rostered Day Off (RDO)**

An Employee working under an RDO work cycle, who attends the RTO on their RDO, shall be afforded another ordinary working day off as substitution for the RDO. It is expressly agreed that apprentices must attend the RTO on any scheduled industry RDO day unless they have provided 7 days' notice (if practical) and non-attendance has been approved by PEER VEET. Approval will be granted at PEER VEET's discretion, and only in exceptional circumstances.

### 18.3. **Accumulation and Flexibility**

Employees may *accumulate a maximum of 5 RDO's*, which may be taken individually or on block within six (6) months of accumulation or paid out at the current hourly rate or/and as mutually agreed by the Employee and Host Employer or PEER VEET. It is expressly agreed that a maximum of two (2) only accumulated RDOs may be retained prior to any future scheduled pay increase or new host placement. Records of each *Employee's RDO accruals* will be kept by PEER VEET (in accordance with the Act) and made available to the Employee upon request.

### 18.4. **Insufficient RDO Accrual**

In the unusual circumstances where an apprentice who would otherwise take an RDO (due to Host Employer needs, a scheduled Industry RDO or site requirement), but has insufficient RDO accrual hours, should discuss with PEER VEET the most appropriate outcome for their scenario 7 days' prior to the RDO (or as soon as the issue becomes known). This may include (but not be limited to) annual leave, up-skilling, placement with an alternate host employer, trade school, workshop duties, paid leave in advance or unpaid leave.

## 19. **MEAL BREAK**

An Employee shall not be required to work for more than six (6) hours continuously without having an *unpaid meal break* of at least **30 minutes**. Any Employee who, under the direction of the Host Employer continues work beyond six (6) hours, shall be paid at the rate of time and a half until a meal break is given or, the ordinary daily hours of work as prescribed are completed.

Any Employee, who, by mutual agreement with the Host Employer continues work beyond six (6) hours, shall continue to be paid at their ordinary rate of pay.

## 20. **REST BREAK**

Employees shall be allowed a *paid rest interval* (i.e. "Morning Tea" or "Smoko") of 10 minutes on each day between the time of commencing work and the usual meal break. The rest interval shall be counted as part of time worked.

## 21. **REASONABLE ADDITIONAL HOURS (OVERTIME)**

Employees shall not, except in an emergency, work or be required to work reasonable additional hours (overtime) or shift work at times which would prevent their attendance in training consistent with their Contract of Training.

All Employees may be required to work reasonable additional hours (overtime) outside of the ordinary hours of work outlined in this Agreement in order to meet the operational requirements of the Host Employers and their clients.

### 21.1. Defining Reasonable Additional Hours (Overtime)

The nature of Host Employer, business and clients' operational requirements requires Employees to work reasonable additional hours (overtime) as a result of, but not limited to:

- Client expectations and time pressures to complete jobs on time and within budget;
- Increases and decreases to work volumes and work flows;
- Breakdowns;
- Power failures;
- Emergencies;
- Out of hours shutdowns.

### Employee May Refuse to Work "Reasonable" Additional Hours (Overtime) on Certain Grounds

An Employee may refuse to work reasonable additional hours (overtime) in circumstances where such work would result in the Employee working hours which are unreasonable having regard to the following criteria:

- Any risk to Employee health and safety;
- The Employee's personal circumstances including any family responsibilities;
- The needs of the workplace or enterprise;
- The notice (if any) given by the Host Employer of the overtime and by the Employee of their intention to refuse it;
- Any other relevant matters.

### 21.2. Selection of Personnel

The Host Employer or PEER VEET may select Employees for reasonable additional hours (overtime) who the Host Employer or PEER VEET consider to be the most appropriate with respect to the following criteria:

- Skills and/or experience required;
- Amount of reasonable overtime already worked.

### 21.3. Penalty Rates

All time worked in excess of and/or outside of the ordinary working hours, shall be classed as reasonable additional hours (overtime) and paid in accordance with the following.

Day	Electro-technology Trades	Plumbing Trades	Clerical
<b><i>Monday to Friday</i></b>	Time and a half for the <b><i>first 2 hours</i></b> and double time thereafter	<u>If commencing <b><i>before</i></b> <b><i>midnight</i></b></u> Time and a half for the <b><i>first 2 hours</i></b> and double time thereafter.	Time and a half for the <b><i>first 2 hours</i></b> and double time thereafter
		<u>If commencing <b><i>after</i></b> <b><i>midnight</i></b></u> Double time and then revert to single rates	

Day	Electro-technology Trades	Plumbing Trades	Clerical
		after 6.00am.	
<b>Saturday</b>	Time and a half for the <b>first 2 hours</b> and double time thereafter	<u>If commencing <b>before midnight</b></u> Time and a half for the <b>first 2 hours</b> and double time thereafter.	Time and a quarter during the normal span of hours and time and a half for the <b>first 2 hours</b> outside the normal span of hours and double time thereafter.
		<u>If commencing <b>after midnight</b></u> Double time.	
<b>Sunday</b>	Double time	Double time	Double time
<b>Public Holidays</b>	Double time and a half	Double time and a half	Double time and a half

In calculating reasonable additional hours (overtime) each day's work shall stand alone.

The normal span of hours are contained in Clause 17 of this agreement

#### 21.4. Minimum Payment for Weekends, RDO's and Public Holidays

Employees required to work reasonable additional hours (overtime) on a Saturday, Sunday, Rostered Day Off or Public Holiday prescribed in this Agreement, shall be paid a minimum of four (4) hours at the appropriate penalty rate.

#### 21.5. Meal Breaks

If an employee is required to work two (2) or more of reasonable additional hours (overtime) on a weekday, the Employee, before starting such overtime (after working their ordinary hours) shall be allowed a meal break of thirty (30) minutes which shall be paid at ordinary rates of pay. In the event that an Employee remains at work after the usual ceasing time without taking a rest break of thirty (30) minutes and continuing at work for a period of two (2) hours or more, the employee will be regarded as having worked thirty (30) minutes more than the actual time worked and be paid accordingly.

No employee shall be required to work more than four (4) hours of reasonable additional hours (overtime) continuously without a thirty (30) minute paid meal break at the applicable overtime rate on a weekend or public holiday.

Where the majority of on-site employees on a project request (due to the site's location or other requirements), and agreement is reached, meal breaks may be varied by agreement.

#### 21.6. Rest Period

Employees shall have a rest period of at least ten (10) consecutive hours between the completion of any reasonable additional hours (overtime) on one day or shift and the commencement of ordinary work on the next day or next shift. This ten (10) consecutive hour rest period shall be taken without loss of pay for the Employees' ordinary hours of work occurring during such period.

If on the instructions of PEER VEET such an Employee resumes or continues work without having had a ten (10) consecutive hour rest period, the Employee shall be paid at double rates until the Employee is released from duty for a ten (10) consecutive hour rest period.

### 21.7. **Minimum Payment for Call Back**

An Employee, recalled to work reasonable additional hours (overtime) after leaving PEER VEET's business premises or the jobs at which the Employee is engaged, shall be paid for a minimum of four (4) hours' work at the appropriate rate for each time the Employee is so recalled.

This shall not apply where it is customary for an Employee to return to work to perform a specific job outside ordinary working hours or where the reasonable additional hours (overtime) is continuous (subject to a meal break) with the completion or commencement of ordinary working time.

Reasonable additional hours (overtime) worked as specified in this sub-clause shall not be regarded as reasonable additional hours (overtime) for the purposes of the availability for duty provisions as contained in this Agreement, where the actual time worked is less than four (4) hours on such recall.

### 21.8. **No Entitlement to Penalty Rates AND Shift Loading**

Under no circumstances shall an Employee be entitled to overtime penalty rates under this clause and a shift loading under any other part of this Agreement at the same time (i.e. the Employee shall only be entitled to one or the other).

### 21.9. **Transport After Reasonable Additional Hours (Overtime)**

When an Employee, after having worked reasonable additional hours (overtime) for which the Employee has not been regularly rostered or, on a prescribed holiday, finishes work at a time when safe and reasonable means of transport are not available, PEER VEET will pay the cost of, or provide him/her with transport to his/her home or, to the nearest public transport.

## 22. **SHIFT WORK**

### 22.1. **Definitions**

Shift work shall be defined in this Agreement (8 hours per day, 38 hours per week between Monday and Friday) as per the times specified in the definition of each shift (herein below).

### 22.2. **Weekday Afternoon Shift**

A weekday afternoon shift is any shift finishing between 6.00pm and midnight that continues for at least five (5) consecutive shifts.

### 22.3. **Weekday Night Shift**

A weekday night shift is any shift finishing between midnight and 8.00am that continues for at least five (5) consecutive shifts AND is worked in conjunction with afternoon and/or ordinary day shift/s.

### 22.4. **Permanent Night Shift**

Night shift means any shift finishing between midnight and 8.00am that continues for a period of four (4) consecutive weeks OR night shifts that do not rotate with any other kind of shift.

### 22.5. **Shift Work Allowances**

Electrotechnology Trades	Weekday Afternoon or Night Shift	15% loading for the whole shift
	Permanent Night Shift	30% loading for the whole shift
Plumbing Trades	Afternoon/.Night Shift with 48 hours notice	33% loading for the whole shift
	Afternoon/.Night Shift with less than 48 hours notice	Overtime penalty rates apply (Refer to clause 21.3)

Where an Employee's shifts do not continue for at least five (5) successive afternoon or night shifts (or in the case of a Plumbing Apprentice less than 48 hours' notice has been given), they shall simply be paid at the appropriate reasonable additional hours (overtime) penalty rate for any hours worked outside of their ordinary hours of work in lieu of the shift work allowances prescribed in this clause.

**22.6. Shift Work Reasonable Additional Hours (Overtime)**

For all time worked in excess of the ordinary shift hours (i.e. more than 8 hours per day/38 hours per week, on a weekend, or a public holiday), an Employee shall be paid in accordance with the reasonable additional hours (overtime) provisions in this Agreement.

**22.7. No Entitlement to Shift Loading AND Penalty Rates**

Under no circumstances shall an Employee be entitled to a shift loading under this clause and overtime penalty rates under any other part of this Agreement at the same time (i.e. the Employee shall only be entitled to one or the other).

**22.8. Daylight Savings**

If an Employee is employed on shift work during the transition into or, out of daylight saving, the shift shall be worked from the rostered start time until the rostered finish time. However, the Employee shall be paid for the number of hours actually worked at the appropriate rate/s.

**22.9. Rest Period**

An Employee, when going on shift, changing shift or returning to day work shall have a rest period of at least ten (10) consecutive hours between the completion of any shift work and the commencement of ordinary hours of work within the ordinary span of hours (6.00am–6.00pm) or, the next shift. This ten (10) consecutive hour rest period shall be taken without loss of pay for the Employees' ordinary hours of work or, ordinary hours of shift work, occurring during such period.

If on the instructions of the Host Employer such an Employee resumes or continues work without having had a ten (10) consecutive hour rest period, the Employee shall be paid at double rates until the Employee is released from duty for a ten (10) consecutive hour rest period.

**22.10. Additional Annual Leave for Shift Workers**

Shift workers shall be entitled to the accumulation of additional annual leave (maximum of one (1) week) in accordance with the Act.

## **PART 4: LEAVE OF ABSENCE**

### **23. ANNUAL LEAVE AND ANNUAL LEAVE LOADING**

Employees shall accrue four (4) weeks paid annual leave per year. Employee annual leave entitlements shall be in accordance with the Act and the NES and be cumulative.

#### **23.1. Annual Leave Rules**

PEER VEET shall not unreasonably withhold approval of an Employee's annual leave provided that the Employee has accrued sufficient annual leave.

The Host Employer or PEER VEET may require an Employee to take a part of their accrued annual leave during PEER VEET's or the Host Employer's annual close down period (i.e. Christmas – New Year).

Annual leave may be cashed out *by written agreement* between PEER VEET and an Employee. Such written agreement shall only be provided in *very limited circumstances*. What constitutes 'very limited circumstances' shall always be at the total discretion of PEER VEET. It is clearly understood that PEER VEET cannot, under any circumstances, force an Employee or, apply any undue influence or pressure on an Employee to cash out an amount of annual leave. Cashing out of annual leave must be done in line with the Fair Work Act (as changed from time to time) which currently requires:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

#### **23.2. Annual Leave Loading**

Employees shall receive an annual leave loading of 17.5% in respect to annual leave that is taken, cashed out or, paid out upon termination of employment but, shall not apply in relation to termination of employment that is due to serious and wilful misconduct on the part of the Employee (i.e. summary/instant dismissal).

#### **23.3. Additional Annual Leave for Shift Workers**

Shift workers shall be entitled to the accumulation of additional annual leave (maximum of one (1) week) in accordance with the Act and the NES.

### **24. PERSONAL LEAVE**

Employees shall accrue ten (10) days personal leave per year. Employee personal leave entitlements shall be in accordance with the Act and the NES and include sick and carer's leave and, be cumulative.

#### **24.1. Personal Leave Rules**

There is no limit on the amount of personal leave that may be taken as paid sick leave in a 12-month period. A maximum of ten (10) days may be taken as carer's leave in any 12-month period.

The Employee will notify the Host Employer and PEER VEET as soon as possible on the day of absence and state the nature of the injury or illness and the estimated duration of the absence.

#### 24.2. Payment of Personal Leave

Payment of personal leave is conditional upon the Employee providing PEER VEET with proof of their absence (i.e. medical certificate or statutory declaration where a medical certificate is not available) in accordance with the following matrix:

Type of Absence	Proof of Absence Required?	
	Yes	No
Single day occurring within first 6 months of employment	√	
Single day occurring after the first 6 months of employment		√
Two single days occurring within the second 6 months or any subsequent 12 month period of employment		√
Third single day occurring within the second 6 months or any subsequent 12 month period of employment	√	
Two consecutive working days or more	√	
Any absence occurring in conjunction with a public holiday	√	
Any absence occurring in conjunction with an RDO	√	
Any absence occurring during a period of off-the-job training (i.e. trade school)	√	

In the event that an Employee is absent from work other than on approved personal leave and does not produce a Medical Certificate (or Statutory Declaration) the absence shall be deemed to be either authorised unpaid leave or, unauthorised leave, whereby the Employee's weekly pay and leave accruals may be reduced accordingly.

#### 24.3. Compassionate Leave

Employees are entitled to a period of two (2) days of compassionate leave per occasion that a member of the Employee's immediate family or household:

- Contracts or develops a personal illness that poses a serious threat to their life; or
- Sustains a personal injury that poses a serious threat to their life; or
- Dies.

**Immediate Family** the following are members of an employee's immediate family:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

This entitlement is conditional upon the Employee providing his/her Employer any evidence that PEER VEET reasonably requires of the illness, injury or death.

Employee compassionate leave entitlements shall be in accordance with the NES and the Act and are not cumulative.

### 25. PARENTAL LEAVE

Employees parental leave entitlements shall be in accordance with the Act and the NES.

## **26. LONG SERVICE LEAVE**

All Employees (except clerical Employees) shall be registered with Construction Benefit Services (“CBS”), which is governed by the Construction Industry Long Service Leave Act (SA) 1987.

## **27. PUBLIC HOLIDAYS**

Employee public holiday entitlements shall be in accordance with the Act and the NES.

Employees shall be entitled to the following public holidays without loss of pay or, any other entitlement:

- New Year's Day
- Australia Day
- March Public Holiday
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Eve (part day public holiday from 7pm- midnight)
- Christmas Day
- Boxing Day (Proclamation Day in SA)
- New Years Eve (part day public holiday from 7pm-12am)

Where an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, then such day shall be deemed to be a holiday for the purposes of this Agreement.

By agreement between PEER VEET and the Employee, other days may be substituted for the public holidays listed herein.

Part-time Employees shall only be entitled to payment for those public holidays that fall within their ordinary hours of work.

## **28. JURY SERVICE**

### **28.1. Payment**

An Employee required to attend for jury service during ordinary hours of work shall be reimbursed by PEER VEET an amount, equal to the difference between the amount paid in respect of attendance for such jury service and the amount of pay they would have received in respect of their ordinary hours of work had they not been on jury service.

### **28.2. Proof and Notification**

An Employee shall notify PEER VEET as soon as possible of the date upon which they are required to attend for jury service. Furthermore, the Employee shall give PEER VEET proof of attendance in the form of a Sheriff's Certificate showing the duration of such attendance and the amount received in respect of such jury service.

## **29. EDUCATION ASSISTANCE LEAVE**

- 29.1. PEER VEET may, on application, provide up to 38 hours pay for ordinary time in order for Employees to undertake additional training relevant to their trade on the following basis:
- Approval for study assistance must be sought and obtained prior to enrolling in a course of study.
  - Applications must be provided to PEER VEET with any supporting documentation at least 7 days prior to commencement of the training. The application should define the reasons for pursuing the course and how it relates to their vocation.
  - Proof of enrolment must be provided prior to the following payroll being processed, by way of an official record or receipt of fees, as well as any timetables or attendance details..
  - A copy of the academic transcript, certificate of attainment or alternative proof of attendance must be made available on request within 3 months of the training.
  - Approval is at the discretion of the Employment Services Manager on a case by case basis and must fall within PEER VEET budget guidelines. Approval will not be unreasonably withheld.
- 29.2. For the purpose of this clause, “additional training relevant to their trade” refers to any non-compulsory training which may broaden the individual’s knowledge base or abilities in the relevant field.
- 29.3. This clause is to be read in conjunction with the Apprentice Education Assistance Policy.
- 29.4. Employees shall additionally be entitled to 38 hours pay for ordinary time per annum to attend official Union training or conferences which may include Occupational Health and Safety Training. The actual number of Employees attending per annum will be at the discretion of the employer, approval for actual numbers will not be unreasonably withheld.

## **30. EXTENDED LEAVE**

- 30.1. Where an Employee has exhausted all their personal leave accruals and is unable to work for an extended period because of an injury or illness that is not work-related, they may be entitled to paid extended leave.
- 30.2. The approval of paid extended personal leave will be at the discretion of the Company and is subject to the Extended Leave Procedure.
- 30.3. In deciding whether to approve an Employee’s application for paid extended leave the Company must be satisfied that:
- profiling is accurate and up-to-date to a satisfactory standard;
  - off-the-job training modules have been undertaken to a satisfactory standard; and
  - reports regarding on-the-job training are satisfactory.

The Company must also take into consideration any impact the approval of paid extended leave will have on an Employee’s current year under the Contract of Training.

30.4. Apprentices are entitled to a maximum of 40 days paid extended leave during the course of their Contract of Training. This leave can be accessed on two (2) separate occasions, with a maximum 20 days accessible on each occasion.

30.5. Trainees are entitled to a maximum of 20 days paid extended leave during the course of their Contract of Training, which can be accessed on one (1) occasion.

#### **Interaction with the Contract of Training**

30.6. An Employee's Contract of Training will not be suspended while they are on paid extended leave.

30.7. If an Employee has exhausted all paid extended leave and is still unable to return to full duties, the Contract of Training may be mutually suspended until such time the Employee can return to full duties.

30.8. If an Employee is granted paid extended leave, and the amount granted exceeds the completion date of the Contract of Training, the Contract of Training may be extended.

### **31. INCLEMENT WEATHER**

All Employees should understand their rights and obligations under the Work Health & Safety Act 2012 (and Regulations 2012) and PEER VEET will assist with such education. PEER VEET and its employees take their obligations under the WH&S Act seriously.

Employees are to follow the inclement weather policy as set out in the PEER VEET Inclement Weather Policy and Procedure.

#### **31.1. Definition**

Inclement weather shall mean the existence of continuous abnormal and/or extreme climatic conditions (i.e. hail, snow, cold, high wind, severe dust storm, extreme of high temperature (or any combination of these) whereby, it is either unsafe and/or unreasonable for Employees, exposed to this weather, to continue working.

#### **31.2. Conference Procedure**

Employees shall follow the inclement weather conference procedure of their Host Employer.

#### **31.3. Payment**

Each affected Employee shall be entitled to payment by PEER VEET for ordinary time lost through inclement weather for up to thirty two (32) hours in every period of four (4) weeks, where the applicable conference procedure is complied with.

## **PART 5: DISTANT WORK, TRAVEL, DISABILITY & OTHER ALLOWANCES (ELECTRO-TECHNOLOGY AND PLUMBING TRADES ONLY)**

Monetary allowances are paid in addition to an Employee's basic rate of pay however they are not subject to overtime penalty rates or shift allowances as provided elsewhere in this Agreement.

### **32. DISTANT WORK**

In order to establish volunteers for distant work Employee/s shall be notified of the following *details* (in relation to the distant work):

- Duration;
- Location;

- Board and lodging arrangements;
- Allowance arrangements;
- Overtime arrangements.

An Employee engaged on a job where they are required to remain away from their usual place of abode shall be, provided with one of the following arrangements:

- Suitable full board (i.e. accommodation) and lodgings (i.e. 3 agreeable meals per day); OR
- Suitable full board (i.e. accommodation) and 3 meal allowances per day in lieu of lodgings; OR
- A reasonable allowance in lieu of full board (i.e. accommodation) and lodgings (i.e. 3 meals per day); OR
- An alternate arrangement, as agreed in writing by the Employee, the Host Employer and PEER VEET.

Employees shall also be reimbursed for any and, all fares reasonably incurred whilst away from their usual place of abode.

### 33. TRAVEL ALLOWANCES

Employees shall be entitled to various travel allowances, mileage rates and, travel time in accordance with the following matrix when, at PEER VEETs' or the Host Employer's direction, they commence and/or finish work at the normal starting or finishing time at a place other than the PEET VEET premises or the Host Employers workshop, office or depot, (i.e. on the job site). In such instances where the employee would normally be expected to commence and/or finish work on the job site on the day of taking an RDO that employee shall also receive the travel time allowance for that RDO.

#### 33.1. Electrotechnology Trades

Start Location	Company Vehicle (per day)	Own Vehicle (per day)	Travel Time (per day) (only applicable when start and/or finish on-site)							
			1 <sup>ST</sup> Year		2 <sup>nd</sup> Year		3 <sup>rd</sup> Year		4 <sup>th</sup> Year	
			Junior	Adult	Junior	Adult	Junior	Adult	Junior	Adult
0-50km Radius	\$3.37	\$18.80	\$3.18	\$4.62	\$3.76	\$5.03	\$4.05	\$5.03	\$4.05	\$5.03
Beyond 50km Radius	N/A	Single rate of pay	N/A		N/A		N/A		N/A	
Mileage rate Between sites	N/A	\$0.78 per km	N/A		N/A		N/A		N/A	

#### 33.2. Plumbing Trades

Radius	Company Vehicle	Own vehicle Travel Time	Own vehicle Fares
Host Workshop/ Registered Office	N/A	N/A	N/A
0-50km	25% of minimum hourly	25% of minimum hourly	\$10.80 per day

<b>Radius</b>	<b>Company Vehicle</b>	<b>Own vehicle Travel Time</b>	<b>Own vehicle Fares</b>
	rate per day	rate per day	
<b>Beyond 50km</b>	25% of minimum hourly rate per day or the amount of time spent travelling, whichever is greater	25% of minimum hourly rate per day or the amount of time spent travelling, whichever is greater plus \$0.43 per km	N/A
<b>Between sites</b>	N/A	\$0.78 per km	N/A

All travelling time for travel beyond 50 km shall be paid at ordinary rates of pay, except on Sundays and Public Holidays, when it shall be at time and a half.

In calculating the radius for the purpose of determining which travel allowance applies the radius shall be measured between the Adelaide GPO and the work-site where the Employee commences or finishes work, unless agreed otherwise.

### 33.3. **Mileage Rate**

Employees, who at the request of and in the service of PEER VEET or their Host Employer use their own motor vehicles, shall be paid a mileage rate as prescribed in the above table. This mileage rate applies for travel in an Employee's own motor vehicle that is between the Host Employer's registered office and job-sites or, between different job-sites or, between job-sites and suppliers etc, whereby the travel was undertaken at the direction of the Host Employer or PEER VEET.

### 33.4. **Distant Work Travel**

An Employee engaged on a job where they are required to remain away from their usual place of abode and reside elsewhere than on the distant work site, shall receive the appropriate travel allowance as described herein and, subsequently prescribed in the relevant Appendix of this Agreement.

In calculating the radius for the purpose of determining which travel allowance applies, the radius shall be measured between the GPO of the relevant town/city's CBD and the work-site that the Employee commences or finishes work.

## 34. **OTHER ALLOWANCES**

### 34.1. **Availability for Duty/On-Call**

An Employee who is on availability for duty, by agreement, shall receive an availability-for-duty allowance as prescribed in the relevant Appendix of this Agreement and if/when required to work, shall be paid at the appropriate penalty rate for actual time worked. Travel time shall be classed as actual time worked.

Where an employee is on call for three (3) or fewer days in a week, the "Daily Allowance" rate will apply for each such day. Where an employee is on call for four (4) or more days in a week, the "Weekly Allowance" rate will apply.

#### **Meal Allowance**

Where an Employee is required to work overtime for two (2) or more hours by PEER VEET or the Host Employer, they shall either be supplied with a meal or shall receive a meal allowance as prescribed in Appendix B of this Agreement for the first meal and for each subsequent period of four

(4) hours overtime worked thereafter. A meal allowance is not payable to Employees living in the same locality as their employment who can reasonably return home for meals.

#### **Minimum Payment**

In the case of a single call out, the employee must be paid for a minimum of two hours at the appropriate rate. This is calculated from the time the employee leaves their home until they return home (door to door).

#### **34.2. Compensation for Loss of Tools**

An Employee shall receive an allowance (in the form of a reimbursement) as prescribed in Appendix B of this Agreement as compensation for tools that are damaged, stolen or destroyed whilst securely stored on the Host Employer's or the Companies workshop/premises, job, lock-up or work vehicle.

The following conditions apply to compensation for damaged/stolen or destroyed tools:

- Only tools used by the Employee in the course of his/her employment will be covered;
- The Employee has provided PEER VEET with a list of tools so used;
- Reimbursement will be at the current replacement value of new tools of the same or comparable quality;
- The Employee will present receipts as required as proof of purchase of such tools;
- The Employee will report any theft to the police prior to making a claim on PEER VEET for replacement of stolen tools;
- Only tools that are substantially damaged when being used in a reasonable manner will be covered;
- Employees shall be guided by the recommended tool kit lists provided in the PEER VEET Apprentice and Trainee Handbook.

#### **34.3. Prescription Safety Glasses**

An employee, who is required to use prescription safety glasses in order to safely carry out their employment obligations, will be reimbursed for such (actual) expenses on the following basis:

- A maximum of \$100.00 per employee will be reimbursed for each claim, up to a maximum of \$200.00 in the course of their employment (\$100.00 for trainees); and
- Reimbursement will only be based on actual costs incurred and will only be made after a paid invoice has been presented to PEER VEET with sufficient proof. Apprentices must also provide evidence that the lenses and/or frames comply with Australian Standards.

Such employees will also be provided safety glasses (or frames) which conform to PEER VEET's obligations under WH&S legislation, Australian Standards and the individual needs of Contractors and Host Employer's whom the employee is placed with.

## **PART 6: ENTERPRISE SPECIFIC MATTERS**

### **35. WORKPLACE EVIDENCE/PROFILING**

The Parties recognise the importance of profiling to monitor and analyse the Employee's performance against the competencies required by their training package and/or a relevant statutory body (e.g. CITB), and agree to the following:

- PEER VEET shall ensure that a sufficient scope of work is provided for Employees as required by the contract of training;
- PEER VEET shall reinforce the requirement that Employees shall accurately complete profiling on a weekly basis (if practicable);
- Failure to submit profiling for a maximum interval of 4 weeks may lead to the matter being referred to the Dispute Settlement Procedure (clause 11);
- The Employees shall ensure that supervising trade-qualified Employees shall (while not certifying that the Employee is competent in the described tasks) validate accurate profiling sheets with their signature where required.

### **36. TOOLS**

All Employees shall supply, maintain and bring to work daily, the full set of tools as listed in the Tool Policy. In the event of noncompliance with the Tool Policy, all time spent by Employee/s meeting these obligations shall be unpaid.

All tools shall be of an acceptable (ie functional and fit for purpose) standard.

The Tool Policy will be a joint development by employee and employer representatives. A Tool Consultative Forum will be formed within 3 months of certification, or alternatively will be based on the existing WHS Committee. The Forum will consist of employee and employer representatives with a minimum of 2 representatives from each party will be necessary to conduct a Forum meeting. The Forum will be re-formed on an as-needed basis.

### **37. SALARY SACRIFICE (ADDITIONAL SUPERANNUATION)**

PEER VEET and Employee/s may enter into a salary sacrifice arrangement whereby, a proportion of the Employee/s' weekly wage shall be paid into a complying superannuation fund.

#### **37.1. Criteria**

Salary sacrifice *SHALL*

- Be by agreement between PEER VEET and Employee and must comply with all SGAA and Australian Taxation Office (ATO) requirements;
- Not disadvantage the Employee or PEER VEET in any way.
- Be effective only on the written authority of the Employee and Employer;
- Be stopped at the written request of the Employee;
- Be reflected on the Employees pay slip in accordance with the relevant legislation;
- Have a statement provided to the Employee detailing the salary sacrifice at the end of each financial year;
- Not alter PEER VEET's superannuation obligation to pay ordinary superannuation contributions in accordance with SGAA or SGCA;
- Not reduce the Employee's basic periodic rate of pay for the purposes of Agreement entitlements (including accrued entitlements and the application of penalty rates);
- Immediately be reviewed in the event of any change to any relevant act(s) or ATO rulings;

- Mean that where an Employee elects to salary sacrifice, the Employee may receive less actual pay than their classification rate specified in this Agreement (i.e. the classification rate less the salary sacrifice amount);
- Mean that the option to seek agreement to salary sacrifice only be available once per year.

## **38. OCCUPATIONAL LICENCES**

### **Workers Registration**

#### **38.1. Electrotechnology and Plumbing Vocation:**

It is a legal requirement for all apprentices employed within Electrotechnology and Plumbing trades to apply for a restricted in-training (workers registration) licence from Consumer Business Services (CBS) with the exception of Data/Communications and Roof Plumbing apprentices.

The necessary information will be provided to each apprentice during the initial Company induction process and it is the responsibility of the apprentices to apply for their licence in person at CBS. It is a condition of employment with PEER VEET that an apprentice obtains their relevant in-training licence before the end of their probationary period.

Failure to obtain the in-training licence, and supply the licence number to PEER VEET, prior to the completion of the probationary period will jeopardise the on-going employment of an apprentice.

#### **38.2. Refrigeration/Air conditioning Vocation:**

As well as obtaining a restricted in-training (workers registration) licence, Refrigeration/Air conditioning Apprentices must also obtain a refrigerant handling licence from the Australian Refrigeration Council (ARC).

The necessary forms will be provided to each apprentice during the initial Company induction process and it is the responsibility of the apprentice to obtain, maintain and pay any applicable fees for the licence on an annual basis.

Failure to obtain the licence prior to the completion of the probationary period will jeopardise the on-going employment of an apprentice. Failure to maintain and renew the licence on an annual basis will lead to disciplinary action. Hefty fines are imposed on individuals working with refrigerants whilst not properly licensed.

### **Under Supervision**

#### **38.3. Communications/Security Systems Vocation:**

It is a condition of employment with PEER VEET that any person wishing to undertake a security installation qualification must be eligible to obtain an Under Supervision licence under the Security and Investigation Agents Act.

To obtain a licence a trainee is required to lodge an application with CBS which will include the need to be fingerprinted and a Police Clearance obtained. Payments for the license shall be the responsibility of the Trainee.

Failure to obtain an under supervision licence prior to the completion of the probationary period will jeopardise on-going employment of a trainee. Any trainee who fails to obtain a Police Clearance due to previous offences will have their Training Contract terminated.

**Please note:** Occupational Licences must be carried at all times, for random audit and site inductions.

## PART 7: APPENDICES

### APPENDIX A: RATES OF PAY

#### 1. ELECTRICAL, REFRIGERATION/AIR CONDITIONING AND DATA COMMUNICATIONS APPRENTICES

##### 1A - Junior – Has not Completed Year 12

Apprentice Year	Upon Certification		1-Jul-17		1-Jul-18		1-Jul-19		1-Jul-20	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1st	\$438.89	\$11.55	\$464.39	\$12.22	\$475.15	\$12.50	\$486.19	\$12.79	\$497.50	\$13.09
2nd	\$522.94	\$13.76	\$550.53	\$14.49	\$563.45	\$14.83	\$576.69	\$15.18	\$590.27	\$15.53
3rd	\$637.48	\$16.78	\$644.63	\$16.96	\$651.77	\$17.15	\$667.22	\$17.56	\$683.06	\$17.98
4th	\$746.00	\$19.63	\$751.87	\$19.79	\$757.73	\$19.94	\$775.83	\$20.42	\$794.38	\$20.90

##### 1B - Junior – Has Completed Year 12

Apprentice Year	Upon Certification		1-Jul-17		1-Jul-18		1-Jul-19		1-Jul-20	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1st	\$480.91	\$12.66	\$507.47	\$13.35	\$519.32	\$13.67	\$531.46	\$13.99	\$543.90	\$14.31
2nd	\$564.91	\$14.87	\$593.62	\$15.62	\$607.62	\$15.99	\$621.97	\$16.37	\$636.67	\$16.75
3rd	\$637.48	\$16.78	\$644.63	\$16.96	\$651.77	\$17.15	\$667.22	\$17.56	\$683.06	\$17.98
4th	\$746.00	\$19.63	\$751.87	\$19.79	\$757.73	\$19.94	\$775.83	\$20.42	\$794.38	\$20.90

##### 1C – Adult – 21+ Upon Commencement

Apprentice Year	Upon Certification		1-Jul-17		1-Jul-18		1-Jul-19		1-Jul-20	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1 <sup>st</sup>	\$691.03	\$18.58	\$722.84	\$19.02	\$740.07	\$19.48	\$757.73	\$19.94	\$775.83	\$20.42
2 <sup>nd</sup>	\$750.80	\$20.15	\$784.10	\$20.63	\$802.86	\$21.13	\$822.10	\$21.63	\$841.80	\$22.15
3 <sup>rd</sup>	\$750.80	\$20.15	\$784.10	\$20.63	\$802.86	\$21.13	\$822.10	\$21.63	\$841.80	\$22.15
4 <sup>th</sup>	\$750.80	\$20.15	\$784.10	\$20.63	\$802.86	\$21.13	\$822.10	\$21.63	\$841.80	\$22.15

## 2. PLUMBING APPRENTICES

### 2A - Junior – Has not Completed Year 12

Apprentice Year	Upon Certification		1-Jul-17		1-Jul-18		1-Jul-19		1-Jul-20	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1st	\$443.63	\$11.67	\$469.44	\$12.35	\$480.52	\$12.65	\$491.88	\$12.94	\$503.52	\$13.25
2nd	\$526.56	\$13.86	\$554.39	\$14.59	\$567.54	\$14.94	\$581.01	\$15.29	\$594.82	\$15.65
3rd	\$648.66	\$17.07	\$651.60	\$17.15	\$654.55	\$17.22	\$670.14	\$17.64	\$686.12	\$18.06
4th	\$795.42	\$20.93	\$798.00	\$21.00	\$800.28	\$21.06	\$802.56	\$21.12	\$804.84	\$21.18

### 2B - Junior – Has Completed Year 12

Apprentice Year	Upon Certification		1-Jul-17		1-Jul-18		1-Jul-19		1-Jul-20	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1st	\$485.10	\$12.77	\$511.91	\$13.47	\$524.03	\$13.79	\$536.44	\$14.12	\$549.17	\$14.45
2nd	\$568.03	\$14.95	\$596.86	\$15.71	\$611.04	\$16.08	\$625.57	\$16.46	\$640.47	\$16.85
3rd	\$648.66	\$17.07	\$651.61	\$17.15	\$654.55	\$17.22	\$670.14	\$17.64	\$686.12	\$18.06
4th	\$795.42	\$20.93	\$798.00	\$21.00	\$800.28	\$21.06	\$802.56	\$21.12	\$804.84	\$21.18

### 2C – Adult – 21+ Upon Commencement

Apprentice Year	Upon Certification		1-Jul-17		1-Jul-18		1-Jul-19		1-Jul-20	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1st	\$708.83	\$18.65	\$734.22	\$19.32	\$752.21	\$19.79	\$770.64	\$20.28	\$789.64	\$20.78
2nd	\$708.83	\$18.65	\$734.22	\$19.32	\$752.21	\$19.79	\$770.64	\$20.28	\$789.64	\$20.78
3rd	\$708.83	\$18.65	\$734.22	\$19.32	\$752.21	\$19.79	\$770.64	\$20.28	\$789.64	\$20.78
4th	\$795.58	\$20.94	\$798.00	\$21.00	\$800.28	\$21.06	\$802.56	\$21.12	\$804.84	\$21.18

**3. COMMUNICATIONS/SECURITY TRAINEES – YEAR 11 SCHOOL LEAVERS**

TRAINEE	MINIMUM RATES OF PAY	
	WEEKLY RATE	HOURLY RATE
Yr. 11 School Leaver	<b>\$332.80</b>	<b>\$8.76</b>
Yr. 11 plus 1 year	<b>\$396.50</b>	<b>\$10.43</b>
Yr. 11 plus 2 years	<b>\$461.40</b>	<b>\$12.14</b>
Yr. 11 plus 3 years	<b>\$537.00</b>	<b>\$14.13</b>
Yr. 11 plus 4 years	<b>\$614.80</b>	<b>\$16.18</b>

**4. COMMUNICATIONS/SECURITY TRAINEES – YEAR 12 SCHOOL LEAVERS**

TRAINEE	MINIMUM RATES OF PAY	
	WEEKLY RATE	HOURLY RATE
Yr. 12 School Leaver	<b>\$396.50</b>	<b>\$10.43</b>
Yr. 12 plus 1 year	<b>\$461.40</b>	<b>\$12.14</b>
Yr. 12 plus 2 years	<b>\$537.00</b>	<b>\$14.13</b>
Yr. 12 plus 3 years	<b>\$614.80</b>	<b>\$16.18</b>

**5. BUSINESS/ADMIN TRAINEES – YEAR 11 SCHOOL LEAVERS**

TRAINEE	MINIMUM RATES OF PAY	
	WEEKLY RATE	HOURLY RATE
Yr. 11 School Leaver	<b>\$332.80</b>	<b>\$8.76</b>
Yr. 11 plus 1 year	<b>\$396.50</b>	<b>\$10.43</b>
Yr. 11 plus 2 years	<b>\$461.40</b>	<b>\$12.14</b>
Yr. 11 plus 3 years	<b>\$537.00</b>	<b>\$14.13</b>
Yr. 11 plus 4 years	<b>\$614.80</b>	<b>\$16.18</b>

**6. BUSINESS/ADMIN TRAINEES – YEAR 12 SCHOOL LEAVERS**

TRAINEE	MINIMUM RATES OF PAY	
	WEEKLY RATE	HOURLY RATE
Yr. 12 School Leaver	<b>\$396.50</b>	<b>\$10.43</b>
Yr. 12 plus 1 year	<b>\$461.40</b>	<b>\$12.14</b>
Yr. 12 plus 2 years	<b>\$537.00</b>	<b>\$14.13</b>
Yr. 12 plus 3 years	<b>\$614.80</b>	<b>\$16.18</b>

**Note:** A Business/Admin Trainee completing a Certificate IV will be entitled to the relevant rate above, plus 3.8%

## APPENDIX B: MONETARY ALLOWANCES

### (ELECTROTECHNOLOGY TRADES)

Clause	Allowance	\$
<b>Reasonable Additional Hours (Overtime)</b>		
	Meal Allowance	\$14.87
	Availability for Duty Allowance	Weekly Allowance: \$68.93/week Daily Allowance: \$20/day
<b>Distant Work</b>		
	Reasonable Meal Allowance	\$14.87
<b>Travel – Own Means</b>		
	0-50km Travel Allowance	\$18.80
	Beyond 50km Travel Allowance	Single rates of pay
	Mileage rate	\$0.78 per kilometre
<b>Travel – Company Provided Transport</b>		
	0-50km Travel Allowance	\$3.37
	Beyond 50km Travel Allowance	N/A
<b>Tools</b>		
	Compensation for Damaged/Stolen Tools	\$376.00

### (PLUMBING TRADES)

Clause	Allowance	\$
<b>Reasonable Additional Hours (Overtime)</b>		
	Meal Allowance	\$12.75
	Availability for Duty Allowance	Weekly Allowance: \$68.93/week Daily Allowance: \$20/day
<b>Distant Work</b>		
	Reasonable Meal Allowance	\$12.75
	Forward journey	Maximum 8 eight hours pay per day at ordinary rates
	Return Journey	Maximum 8 eight hours pay per day at ordinary rates Plus \$19.93
38.4.	<b>Tools</b>	
	Compensation for Damaged/Stolen Tools	\$1308.10

## SIGNATORY PAGE

Signed by P. Nolan Date 29/5/17

Name PETER NOLAN Position CEO

Address 1042 Port Rd Albert Park SA

For and on behalf of PEER VEET

Signed by John Adley Date 30/5/17

Name JOHN ADLEY Position CEPU SA BRANCH SECRETARY

Address 312 SOUTH RD RICHMOND S.A.

For and on behalf of the CEPU.



## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2017/1941

Applicant:

Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, **Michael Watters, Executive Director for Corporate Services & Transformation for Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)** give the following undertakings with respect to the *PEER VEET Apprentice and Trainee Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by PEER VEET to provide this undertaking in relation to the application before the Fair Work Commission. In relation to concerns by the Commissioner in relation to the Agreement, I undertake the following:

2. **Definition of a Shiftworker**

At present, it is not customary for the employer to employ "shiftworkers". However, for the purpose of section 87, a shiftworker under this Agreement would be an employee who:

- (i) is employed in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week; and
- (ii) is regularly rostered to work those shifts; and
- (iii) regularly works on Sundays and public holidays.

3. **Annual Leave**

As per s. 90 of the Fair Work Act, all employees will receive their annual leave loading upon termination, regardless of the reason for the termination, and contrary to clause 23.2 of the Agreement which excludes employees terminated due to serious misconduct.

4. **Personal/Carer's Leave**

Contrary to clause 24.1 of the Agreement, there is no intention for an employee's right to personal/carers leave to be restricted. Employees will be entitled to their accrued personal/carers leave as per the NES.

5. **Rates of Pay**

Employees covered by the Agreement are better off than the relevant awards in a number of areas, such as:

- Increased flexibility and right to overtime meal breaks (cl 21.5)
- Paid Education Assistance Leave (cl 29)
- Paid Union Education Leave (cl 29.4)
- Paid Extended Personal Leave (cl 30)
- Prescription safety glass reimbursement (cl 34.3)


Additionally, rates of pay provided under the Agreement from the 1<sup>st</sup> July 2017 and for subsequent years will be better off than the Award. Pay rates under the Agreement are only

equivalent to the Award from Certification to the 1<sup>st</sup> July 2017, given Certification is post 1<sup>st</sup> July 2017 this situation will not occur as all subsequent rates are intended to be above Award rates.

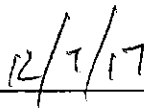
**6. Cancellation of Apprenticeship**

An employee whose contract of training is cancelled either by expiry or for other reasons will, as per the clause 15.4 of the *Plumbing and Fire Sprinklers Award 2010*, be given 2 weeks' notice of termination or notice in accordance with the NES, whichever is greater.

7. These undertaking have been provided in consultation with the bargaining representatives, whose views were sought before being provided to the Fair Work Commission.

  
\_\_\_\_\_

Signature

  
\_\_\_\_\_

Date

## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2017/1941

## Applicant:

Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)

Section 185 – Application for approval of a single enterprise agreement

## Undertaking- Section 190

I, **Michael Watters, Executive Director for Corporate Services & Transformation for Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated (trading as PEER VEET)** give the following undertakings with respect to the *PEER VEET Apprentice and Trainee Enterprise Agreement 2016* ("the Agreement"):

1. I have the authority given to me by PEER VEET to provide this undertaking in relation to the application before the Fair Work Commission.
2. An earlier undertaking has been provided, which satisfies the Commissioner in all aspects with the exception of Trainees employed under the Agreement. This Undertaking aims to address the concerns of the Commissioner for Trainees.
3. I confirm trainees employed under the Agreement receive the same hourly rate of pay they would under an applicable Award. However, below I set out how these employees remain better off under the agreement.
4. **Business/Admin Trainees (reference Award: Clerks – Private Sector Award 2010)**
  - 4.1 It is not the intent, nor ordinary practice, of the employer to allow Trainees to work for less than 3 hours. As such, I confirm that all trainees will be entitled to a minimum of 3 hours, and in most instances, 6 or more hours work.
  - 4.2 While it is not the ordinary practice that any such allowances will apply or be relevant to Business/Admin Trainees employed by PEER VEET, I confirm that all work-related allowances as set in clause 19 of the Award (as varied) will be provided to employees as a minimum (when relevant). Such allowances relate to clothing and footwear, meals, vehicles, living away from home, first aid, and higher duties.
  - 4.3 It is the ordinary practice, and will continue to be the case, that Business/Admin Trainees will be provided a meal break within 5 hours of commencing work.
  - 4.4 The Make-up time entitlement under 27.6 of the Award is intended to be available to Business/Admin Trainees under the Agreement, and is enabled by the Flexibility clause (clause 13).

4.5 Business/Admin Trainees under the Agreement are better off than those under the Award based on the above entitlements being equal to the Award, and given the additional entitlements they are provided under the Agreement including paid Education Assistance Leave and paid Extended Personal Leave.

**ABN** 83 414 133 153

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PO Box 2160

Port Adelaide DC

Port Adelaide SA 5015

5. **Communication/Security Trainees (reference Award: Electrical, Electronic and Communications Contracting Award 2010)**

5.1 It is not the intent, nor ordinary practice, of the employer to allow Trainees to work shiftwork. In the unlikely scenario this occurs, the employee will be provided with paid meal breaks and penalty rates equal or above those provided in the Award.

5.2 The allowances likely to apply to employees that are provided in the Award have been set out in the Agreement. However, while it is not the ordinary practice that any additional allowances contained in the Award will apply or be relevant to Communication/Security Trainees employed by PEER VEET, I confirm that all allowances as set in the Award (as varied) will be provided to employees as a minimum (when relevant).

5.3 Communication/Security Trainees under the Agreement are better off than those under the Award based on the above entitlements being equal to the Award, and given the additional entitlements they are provided under the Agreement including paid Education Assistance Leave and paid Extended Personal Leave.

6. Any future increases to allowances or wage rates for Trainees will be applied, as a minimum, to the employees. Their additional entitlements lead them to be better off than the relevant reference instrument.

7. These undertaking have been provided in consultation with the bargaining representatives, whose views were sought before being provided to the Fair Work Commission.

  
\_\_\_\_\_  
Signature

21/7/17  
\_\_\_\_\_  
Date