

**PEER Education Employment & Training Ltd**



**APPRENTICE AND TRAINEE  
ENTERPRISE  
AGREEMENT  
2026**

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# PART 1: AGREEMENT OPERATION

## 1. INTRODUCTION AND KEY OBJECTIVES

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

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

The performance of every Employee is critical to achieving PEER'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 Apprentice and Trainee Enterprise Agreement 2026'.

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

## 5. APPLICATION

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

The Parties acknowledge that from time-to-time Host Employers, clients and head contractors who engage PEER 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.

**'Company'** means PEER Education Employment & Training Ltd ("PEER").

**'Employee'** means an apprentice or trainee of PEER.

**'Employer'** means PEER or an agent/manager of PEER.

**'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 Employees.

**'Immediate Family'** means:

- 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.
- It includes step-relations (e.g. stepparents and step-children) as well as adoptive relations.

**'NES'** means the National Employment Standards.

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

**'PEER'** means PEER Education Employment & Training Ltd

**'Skills Act'** means the South Australian Skills Act 2008 (as amended).

## **7. APPLICATION OF ENTERPRISE AGREEMENT AND AWARDS**

The Parties acknowledge that the terms and conditions of this Agreement are to be read in conjunction with the relevant Award. Awards that may be applicable include, but are not limited to:

- Electrical, Electronic and Communications Contracting Award 2020
- Plumbing and Fire Sprinklers Award 2020
- Clerks – Private Sector Award 2020
- Manufacturing and Associated Industries and Occupations Award 2020
- Miscellaneous Award 2020

## **8. PEER APPRENTICE AND TRAINEE HANDBOOK**

This Agreement shall be read in conjunction with the Company policies and procedures and the Skills Act or its successor, although such policies, procedures and legislation do not form part of this Agreement.

Employees shall comply with all Company policies and procedures. Employees shall also comply with instructions as detailed in the PEER 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. DISCUSSIONS ABOUT THE OPERATION OF THE AGREEMENT

It is recognised by the parties to this Agreement that as part of providing a holistic education to apprentices, it is essential that apprentices are provided the opportunity to be advised on the industrial instruments that apply to their employment, their rights, and the mechanisms available to them where disputes occur.

The Employer agrees to induct each individual apprentice on commencing their employment in the terms of this Agreement.

In addition, the Employer and the CEPU agree there will be annual apprentice meetings of approximately one hour duration, at which both the Employer and the CEPU will be in attendance, to advise apprentices on the terms of this Agreement, and seek apprentices' views on the Agreement's operation.

It will be the responsibility of the CEPU to schedule the meeting, which is to be held at such a time as to maximise the number of apprentices participating in the meetings while ensuring minimal impact on host employers, and to be hosted by the Employer at the PEER training centre. The Employer must agree to the date and time at which the meeting is to be held.

Meetings will be conducted during normal working hours without loss of pay and may be run in conjunction with additional "off the job" training to be provided by the Employer.

## 11. EMPLOYEE ENGAGEMENT

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

- b) 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 will provide training and/or provide access to training consistent with the contract or training agreement and without loss of pay.
- c) A contract of training for an apprenticeship or traineeship may be cancelled or suspended in accordance with the requirements of the Contract of Training agreement, the Skills Act and Clause 11 of this Agreement.
- d) Employees acknowledge that while their Contract of Training is suspended, PEER cannot allow them to perform work related to their apprenticeship or traineeship. As such, PEER may stand

an Employee down without pay for the period of the suspension if the Employee does not wish to access paid or unpaid leave.

- e) The probationary period of an Employee will be as set out in the training agreement or contract of training, consistent with the requirements of the state training authority and State legislation.
- f) Employees attending technical colleges, schools and registered training organisations shall be reimbursed (after providing evidence of payment and /successful completion of the unit) for 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 will not be paid for unsatisfactory progress.
- g) 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.
- h) School-Based Apprenticeships
  - i) 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.
  - ii) 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.
  - iii) 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.
  - iv) 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.
  - v) 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.
  - vi) 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.
  - vii) 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.
  - viii) 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.
  - ix) 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.
  - x) School-based apprentices shall be entitled to pro-rata to all of the conditions of employees under this Agreement.

## 12. DISPUTE SETTLEMENT PROCEDURE – RELATING TO EMPLOYMENT CONDITIONS

- 12.1) 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.
- 12.2) The parties to a dispute referred to in this procedure may include:
- (a) an employee or employees covered by the agreement who are, or will be, affected by the dispute;
  - (b) the employer or employers covered by the agreement; and
  - (c) an employee organisation who:
    - (i) has a member who it is entitled to represent and who is an employee referred to in (a); or
    - (ii) is covered by the enterprise agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.
- 12.3) An employee who is a party to the dispute may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this term.
- 12.4) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussion between the relevant employee or employees, relevant supervisors and/or management and any relevant employee organisation.
- 12.5) If the discussion at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 12.6) The Fair Work Commission may deal with a dispute referred to it under subclause (5) even if the requirement for discussion in subclause (4) has not been complied with if the Fair Work Commission is satisfied that it is appropriate in all the circumstances to do so.
- 12.7) The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute in such a manner 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
- 12.8) If the Fair Work Commission arbitrates the dispute:
- (a) it may also use any of the powers that are available to it under the *Fair Work Act 2009 (Cth)*, including but not limited to, the power to grant interim relief; and
  - (b) a decision that the Commission makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of the *Fair Work Act 2009 (Cth)* and a person aggrieved by the decision may seek to appeal the decision as provided for in that Act.
- 12.9) Subject to any order made by the Fair Work Commission under subclause (12.8)(a), while the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform work as the employee normally would unless the employee has a reasonable concern about an imminent risk to health and 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.

12.10) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

### **13. DISPUTE SETTLEMENT PROCEDURE –RELATING TO CONTRACTS OF TRAINING (APPRENTICESHIP/TRAINEESHIP)**

Disputes and grievances relating to Contracts of Training shall be dealt with in accordance with the Skills Act or its successor.

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 Skills Commission for resolution.

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

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

If PEER has reasonable grounds to believe that an Employee is guilty of willful and serious misconduct, section 64 (1) of the Skills Act provides that PEER may suspend the Employee from employment for up to seven (7) working days. PEER must immediately notify the SA Skills Commission of a suspension of an Employee.

PEER will ensure any apprentice requested to agree to a Contract of Training suspension:

- Is provided the opportunity to seek advice from a third party before committing to a suspension.
- Is advised if the apprentice does not agree to the suspension they may apply to the South Australian Skills Commission.

### **14. CONSULTATION**

14.1 This term applies if the Employer:

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

*Consultation in relation to major workplace change*

14.2 For a major change referred to in paragraph 14.1 (a):

- i) the Employer must notify the relevant Employees of the decision to introduce the major change; and

- ii) subclauses 14.3 to 14.12 apply.

14.3 The relevant Employee or Employees may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change.

14.4 If:

- i) a relevant Employee appoints, or relevant Employees, advise the employer that a person or employee organisation is their representative for the purposes of consultation; and
- ii) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

14.5 The Employer must notify the relevant employees and their representatives (if any) of the decision to introduce change.

14.6 As soon as practicable after making its decision, the Employer must:

- a) consult with the relevant Employees and their representatives (if any), including by discussing with them:
  - the introduction of the change; and
  - the effect the change is likely to have on the Employees; and
  - measures to avoid or reduce any adverse effect of the change on the Employees; and
- b) for the purposes of the consultation—provide, in writing, to the relevant Employees and their representatives (if any):
  - all relevant information about the change including the nature of the change proposed; and
  - the reasons or justification for the change; and
  - information about the expected effects of the change on the Employees; and
  - any other matters likely to affect the Employees.

14.7 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).

14.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives (if any).

14.9 The Employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant employees and their representatives (if any).

14.10 If a term in this agreement provides for the introduction of a major workplace change in relation to the enterprise of the employer, the requirements to consult contained in clauses 14.3 to 14.9 are taken not to apply.

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

- i) the termination of the employment of Employees; or
- ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or

- iii) the loss of, or reduction in, job or promotion opportunities; or
- iv) the loss of, or reduction in, job tenure or job security; or
- v) the alteration of hours of work; or
- vi) the need for employees to be retrained or transferred to other work locations; or
- vii) job restructuring

*Consultation in relation to change to regular roster or ordinary hours of work*

14.12 For a change referred to in paragraph 14.1 (b):

- i) the employer must notify the relevant Employees of the decision to introduce the major change; and
- ii) subclauses 14.14.13) to 14.18) apply.

14.13 The relevant employee or employees may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.

14.14 If:

- i) a relevant Employee, or relevant Employees advise the Employer that a person or employee organisation is their representative for the purposes of consultation; and
- ii) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

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

- i) consult with the relevant Employees and their representatives (if any) about the introduction of the change, including discussing the change with them; and
- ii) for the purposes of the consultation —provide to the relevant Employees and their representatives (if any):
  - all relevant information about the change, including the nature and expected duration of the change; and
  - information about what the employer reasonably believes will be the effects of the change on the Employees (including any effect on the employee’s remuneration); and
  - information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - invite the relevant Employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14.16 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).

14.17 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees and their representatives (if any).

14.18 The Employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular

roster or ordinary hours of work of employees by the relevant employees and their representatives (if any).

14.19 In this term *relevant Employees* means the employees who may be affected by a change referred to in subclause 14.1.

## 15. FLEXIBILITY

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

1. the Agreement deals with 1 or more of the following matters:
  - 36 ordinary hours of work for a full-time employee in accordance with clause 19.c);
  - Purchase of additional RDO accrual; in accordance with clauses 20.f) and 20.g)
  - arrangements about when work is performed;
  - overtime rates;
  - penalty rates;
  - allowances;
  - leave loading; and
2. the arrangement meets the genuine needs of PEER and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
3. the arrangement is genuinely agreed to by PEER and the Employee without coercion or duress.
4. An individual flexibility arrangement may only be made after the individual employee has commenced employment with the employer.
5. An employer who wishes to initiate the making of an individual flexibility arrangement must:
  - (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.
6. If the Employer proposed to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility agreement if the employee requests such a meeting.
7. The Employer must ensure that the terms of the individual flexibility arrangement:
  - are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - result in the Employee being better off overall than the Employee would be if no arrangement were agreed to.

8. The Employer must ensure that the individual flexibility arrangement:

- i) is in writing; and
- ii) includes the name of the Employer and the Employee; and
- iii) is signed by The Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- iv) includes details of:
  - the terms of the Enterprise 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
- v) states the day on which the arrangement commences.
- vi) Describes how the individual flexibility arrangement can be terminated.

9. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10. The Employer or the Employee may terminate the individual flexibility arrangement:

- i) at any time by agreement in writing between the Employer and the Employee; or
- ii) by the Employer or the Employee giving 28 days written notice to the other party.

11. An individual flexibility arrangement terminated in accordance with clause (10)(ii) ceases to have effect at the end of the period of notice required under that clause

12. The Employer or Employee may use the dispute settlement procedure in this Enterprise Agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

Note: In addition to this clause, the National Employment Standards of the Fair Work Act 2009 give some employees right to request flexible working arrangements in certain circumstances.

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

### **16. RATES OF PAY**

- 16.1 Upon approval by the Fair Work Commission of this Agreement, the hourly rates of pay as set out in the relevant Award shall apply, plus a PEER allowance of \$10.00 per week. The PEER allowance will be paid when the Employee is on all forms of paid leave but shall not be included in the base rate used to calculate any relevant penalties and/or overtime. Allowances payable under the relevant Award will be paid in addition to the hourly rate outlined above. They will only be paid in the prescribed circumstances defined in the Award. In addition, if an allowance is payable under a relevant Award is, an 'all-purpose' allowance it will also be an all-purpose allowance under the Agreement.
- 16.2 PEER will pay Junior Apprentices & Trainees (under 21 as at the commencement date of the apprenticeship) no less than the Junior Apprentice or Trainee who have completed Year 12 rate in the relevant award. Apprentices and Trainees aged 21 year of age or older as at the commencement of the apprenticeship will continue to be paid the Adult Apprentice rate of pay.

### **17. SIGN ON BONUS**

If this Agreement is approved by the Fair Work Commission, all Employees who are employed by PEER for at least one day for which voting for this Agreement is open shall receive:

- a \$250 gift card for Total Tools and
  - a \$500 cash payment (subject to the deduction of taxation and inclusive of any applicable superannuation)
- to be issued to Employees within 14 days of the Agreement being approved by the Fair Work Commission.

### **18. ROLL OVER PAYMENT**

18.1 Upon the anniversary date of when an Employee's Contract of Training was entered into (the **Roll Over Date**), subject to the performance criteria in clause 18.2 being met and an application being made in accordance with clause 18.3, an Employee will be eligible for the following payments, subject to applicable tax:

- 18.1.1 1<sup>st</sup> year roll over - \$500.00
- 18.1.2 2<sup>nd</sup> year roll over - \$1000.00
- 18.1.3 3<sup>rd</sup> year roll over - \$1500.00

18.2 The eligibility criteria are as follows:

18.2.1 Competently complete all required trade school units (theory and practical) for each year of their apprenticeship prior to the Roll Over Date as per the negotiated training plan that has been signed off at the commencement of the Contract of Training.

18.2.2 Accurately lodged all required profiling records of activities for each year of their apprenticeship (electrical only) prior to the roll over date of their Contract of Training.

18.2.3 The Employee must not have received a formal warning as part of a disciplinary process in the 12 months prior to the Roll Over Date or be on an active Performance Improvement Plan (PIP)

as of the Roll Over Date.

18.2.4 The Employee has not had more than five (5) days leave without pay (LWOP) in the past 12 months. Approved LWOP as a result of the Christmas Shut Down Period, unpaid parental leave or leave associated with Compassionate/Bereavement leave shall not be considered as part of the five (5) days for the purpose of this provision.

18.2.5 The Employee has successfully read, understood and signed off on any applicable PEER policies vis the Campus system (or any other system utilised) within six (6) weeks of receiving the task. Reminders will be sent if the task remains outstanding two (2) weeks before the due date and this clause is subject to PEER computer systems functionally working.

18.3 In order to obtain payment, the Employee must complete the Roll Over Payment form within sixty (60) days of the roll over date with supporting evidence of the successful completion of all applicable trade school units and e-profiling for that year level (as recorded in Campus and Exemplar).

18.4 This clause has effect in respect of any Roll Over Dates which have occurred since 1 December 2025 for Employees who were employed by PEER on 1 December 2025 and remain employed by PEER upon approval of this enterprise agreement by the Fair Work Commission.

18.5 It is the responsibility of PEER (which commence upon the approval of the Agreement by Fair Work Commission) to:

18.5.1 Provide up to date information six (6) months into the apprentice year on progression

18.5.2 Provide reminders at the apprentice/trainee check ins on the policy and criteria

18.5.3 Provide support and mentoring, including potential solutions where issues may arise that is preventing completion of requirements,

## **19. PAYMENT OF WAGES**

Unless prior arrangements have been made, PEER 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 or the Employee's Host Employer.

Employees' payslips will be available online.

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

## **20. SUPERANNUATION**

It is agreed between the Parties that PEER will pay an eligible Employee their weekly superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee Charge Act 1992* (Cth) 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), and where a stapled fund cannot be identified, PEER shall make the required statutory contributions to a company designated default fund until the time when such a choice is requested by the Employee. The designated default fund will be reviewed every four (4) years and will involve a consultation process and Executive

approval if the default fund is to be changed.

DRAFT

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

### **21. HOURS OF WORK**

Ordinary hours of work for a full-time employee shall be 38 hours per week, worked between the ordinary hours as stipulated by the award they would otherwise be covered by, unless otherwise specified in this Agreement.,

Provided that where PEER, the 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.

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

It is agreed that the spread of hours (as stipulated by the award they would otherwise be covered by) may be altered by mutual agreement between PEER, the Host Employer and the relevant (full-time) Employee/s.

#### **a) 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.

#### **b) Change of Host Employer**

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

On placement with a new host employer, the apprentice will be provided in writing the

- Host employer's normal hours of work & start/finish times,
- location of the host employer's workshop, depot or registered office used as the reference point for travel allowances.

#### **c) Thirty-Six(36) hour working week**

It is recognised between the parties that apprentices may be placed with Host Employers that work a 36hr week. Where this occurs, apprentices do not accrue sufficient RDO hours to accommodate the additional rostered days off in the normal 36 hr week working cycle.

Where apprentices are placed with a Host Employer with a 36-hour week they may elect to enter into an Individual Flexibility Arrangement to reduce their ordinary hours to 36hrs/week, where employees work a 40-hour week (i.e., 5 x 8-hour days) and only get paid for 36 hours (i.e., 5 x 7.2-hour days). Under this system the 0.8 hour of overtime worked each day accrues towards a paid day off (i.e., RDO").

It is expressly agreed between the parties that a 36-hr week Individual Flexibility Arrangement is only available to apprentices while placed with a host employer working a 36hr week and will not be unreasonably refused by PEER.

## 22. ROSTERED DAY OFF (RDO) SYSTEM

Provided that where PEER, 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).

### a) 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.

### b) Taking Accrued Rostered Days Off

Unless operational requirements demand otherwise or agreement for an alternative arrangement is reached, the RDOs will be taken as per the host employers RDO arrangements or applicable industry RDO calendar.

Where the Host employer does not have a Rostered Day Off arrangement in place or has in place an alternative accrual of RDO system (e.g., accrual of one RDO per fortnight instead of each four-week cycle), apprentices can choose to purchase RDO’s, taking into consideration the operational requirements of the Host Employer. Further details can be found in 20.f) and 20.g)

### c) 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. Approval will be granted at PEER’s discretion, and only in exceptional circumstances.

### d) 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. 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 (in accordance with the Act) and made available to the Employee upon request.

### e) 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) has insufficient RDO accrual hours, they should discuss with PEER 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) up-skilling, placement with an alternate host employer, trade school, workshop duties, unpaid leave, annual leave or paid leave in advance.

**f) Purchase of Additional RDO's – Host with no RDO**

Where an Employee is placed with a Host Employer that does not participate in an RDO accrual system, the Employee may elect to purchase an RDO so that the Employee accrues one RDO per four-week cycle. As other staff on the site will not be working a 40-hour week, the RDO will be accrued by working a 38-hour week and being paid for a 36-hour week.

**g) Purchase of Additional RDO's – Host with RDO Every Fortnight**

Where an Employee is placed with a Host Employer that has an RDO every fortnight rather than every month, the Employee may purchase an additional RDO so that their working hours can match that of the Host Employer. The additional RDO per four-week period will be purchased by working a 40-hour week and being paid for a 36-hour week. The remaining four hours will be shown on the time sheet as an RDO credit.

**h) Purchase of Additional RDO's –**

- i) Subclauses 20.f) and 20.g) will be implemented using the Individual Flexibility Arrangements set out in Clause 15.
- ii) An employee accruing an RDO in accordance with 20.f) and 20.g) remains a full-time employee and accrues leave based on a 38 hour week.
- iii) It is expressly agreed between the parties that an employee accruing an RDO in accordance with 20.f) and 20.g) as part of a 36-hour weekly Individual Flexibility Arrangement is only available to the Employee while they remain placed with a Host Employer that is:
  - Working a 36 hour week; or
  - That does not participate in an RDO accrual system.

Cessation of the placement with that Host Employer will enable the Employer to terminate the 36-hour weekly Individual Flexibility Arrangement.

- iv) An employee who wishes to accrue an RDO in accordance with subclause 20.f) and 20.g) must not have annual leave balance of more than 6 weeks before accruing additional RDO's.
- v) An employee who accrues additional RDO's in accordance with 20.f) and 20.g) must take all additional RDO's while placed with the relevant Host Employer. Where additional RDO's remain and a placement finishes or the Employee finishes a year of the apprenticeship, they will be cashed out to the Employee at their current hourly rate of pay.

## **23. MEAL BREAK**

An Employee shall not be required to work for more than five (5) 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 five (5) 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 five (5) hours, shall continue to be paid at their ordinary rate of pay.

## 24. 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. Employees who would otherwise be covered by the Clerks Private Sector Award 2020 will be entitled to two (2) paid 10 minute breaks on shifts lasting 8 hours or more.

## 25. 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.

### a) 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 workflows;
- Breakdowns;
- Power failures;
- Emergencies;
- Out of hours shutdowns.

### b) 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 from working the additional hours;
- The Employee’s personal circumstances including any family responsibilities;
- The needs of the workplace or enterprise;
- Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for working additional hours;
- The notice (if any) given by the Host Employer of the overtime and by the Employee of their intention to refuse it;
- The notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;
- The usual pattern of work in the industry, or the part of an industry, in which the Employee works; and
- Any other relevant matters.

### c) Selection of Personnel

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

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

**d) 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 relevant Award.

In calculating reasonable additional hours (overtime) each day's work shall stand alone. The normal span of hours are contained in Clause 19 of this agreement.

**e) 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 number of hours as required by the award they would otherwise have been covered by at the appropriate penalty rate.

**f) Meal Breaks**

If an employee is required to work two (2) or more 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.

**g) 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 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.

**h) Minimum Payment for Call Back**

An Employee, recalled to work reasonable additional hours (overtime) after leaving PEER's business premises or the jobs at which the Employee is engaged, shall be paid for a minimum number of hours as required by the award they would otherwise have been covered by at the appropriate rate for each time the Employee is so recalled.

An employee is not recalled for the purposes of this clause where the Employee is required to travel outside of the ordinary hours between work sites, or between a work site and trade school, or where reasonable additional hours (overtime) are 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.

**i) No Entitlement to Penalty Rates AND Shift Loading**

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

**j) 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 will pay the cost of, or provide him/her with transport to his/her home or, to the nearest public transport.

## **26. SHIFT WORK**

- a) PEER Apprentices and Trainees may be rostered to work shift work as required by their Host Employer. The definition of afternoon shift, night shift, minimum breaks between shifts, dealing with daylight savings, overtime while working shift work and the penalties payable for shift work will be paid in accordance with the relevant Award.
- b) Any Employee required to work shift work will be given a minimum of 48 (forty-eight) hours' notice prior to commencement of the first shift. Where an Employee working shift work is not given 48 (forty eight) hours' notice, the overtime rate in the relevant Award will apply instead of the shift loadings set out in the Award.
- c) For the purposes of the additional week of annual leave provided for in the National Employment Standards of the Fair Work Act 2009 (Cth), a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.
- d) For the purpose of clause 24(c) any employee who would otherwise have been covered by the Plumbing and Fire Sprinklers Award 2020 shall be entitled to a fifth week of annual leave where they meet the definition of a continuous shift worker set out in the Award.

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

### **27. 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.

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

#### **a) Additional Annual Leave for Shift Workers**

For the purposes of the additional week of annual leave provided for in the National Employment Standards of the Fair Work Act 2009 (Cth), a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.

#### **b) 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. This clause shall not apply in relation to termination of employment that is due to serious and willful misconduct on the part of the Employee (i.e., summary/instant dismissal).

While an Employee who would otherwise be covered by the Clerks Private Sector Award 2020 or the Electrical, Electronic and Communications Contracting Award 2020 is taking annual leave, they shall be paid the greater of:

- (i) 17.5% leave loading; or
- (ii) The minimum hourly rate for the employee's ordinary hours of work in the period inclusive of shift and weekend penalties.

#### **c) Excessive leave accruals**

An employee has an excessive leave accrual if the employee has accrued more than 8 weeks paid annual leave.

If an employee has an excessive leave accrual, the employer and the employee will confer genuinely trying to reach agreement on how to reduce or eliminate the excessive leave accrual.

If the employer has genuinely tried to reach agreement with an employee but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

However, a direction by the employer under this clause must:

- i) not result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account.
- ii) not require the employee to take any period of paid annual leave of less than one week; and
- iii) provide the employee 8 weeks' notice of the period of directed paid annual leave beginning

#### **d) Annual Close Down Period**

The Host Employer or PEER, by 2 months' notice in writing, may require an Employee to take a part of their accrued annual leave during PEER or the Host Employer's annual close down period (i.e., Christmas – New Year)

#### **e) Cashing out of annual leave**

Annual leave may be cashed out by written agreement between PEER and an Employee.

It is clearly understood that PEER 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:

- (I) 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
- (II) 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
- (III) 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.

## **28. 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.

### **a) Personal Leave**

An employee can take paid personal/carer's leave:

- if they are unfit for work because of their own personal illness or injury (including pregnancy-related illness), or
- to provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.

The Employee will notify the Host Employer and PEER 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.

### **b) Payment of Personal Leave**

Payment of personal leave is conditional upon the Employee providing PEER with proof of their absence (i.e., a medical certificate or statutory declaration where a medical certificate is not available). An Apprentice or Trainee must give PEER and their Host Employer notice of their intention to take Personal Leave as soon as practicable.

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 on either authorised unpaid leave or, unauthorised leave, whereby the Employee's weekly pay and leave accruals may be reduced accordingly.

### **c) 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
- When a child is stillborn, where the child would have been a member of the employee's immediate family or a member of the employee's household, if the child had been born alive; or
- The employee, or the employee's spouse or de facto partner, has a miscarriage; or
- Dies.

This entitlement is conditional upon the Employee providing his/her Employer any evidence that PEER 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.

## **29. PARENTAL LEAVE**

- a) Employees parental leave entitlements shall be in accordance with the Act and PEER's Apprentice & Trainee Parental Leave Policy.
- b) PEER Apprentice & Trainee Parental Leave Policy includes the following entitlements for Apprentices who are eligible for parental leave under the NES:
  - 12 weeks paid parental leave in the first 12 months after the birth or adoption of a child. This will be paid at the base rate of pay plus applicable superannuation guarantee and will be subject to PAYG. This may be taken at 12 weeks full pay or 24 weeks half pay.
  - up to 52 weeks leave in total to eligible parents (inclusive of the PEER paid parental leave, NES parental leave and the government funded paid parental leave program). Any paid leave taken in addition to the approved PEER paid parental leave (such as annual or long service leave) will be subject to General Manager approval).
  - Eligible parents may request to take a further 52 weeks parental leave (up to 104 weeks in total) in accordance with the NES. Approval of further leave beyond these 104 weeks will be subject to the business requirements and General Manager approval.
  - In the unfortunate circumstance where a pregnancy terminates after a term of 28 weeks or more, other than in the birth of a living child, or where the child dies during the period of PEER paid parental leave, the eligible parent(s) will be entitled to the 12 weeks PEER paid parental leave (or the remaining balance) where all eligibility requirements are met
  - PEER paid parental leave will be treated as time worked at PEER for the purposes of leave accruals and calculations. If taken at half pay this will be reflected in accruals. RDO's will not accrue on PEER paid parental leave.
  - PEER will make Superannuation Guarantee Contributions (SGC) during any unpaid parental leave taken by eligible parents in the first 12 months following the birth or adoption of a child. SG contributions will not be paid beyond the first 12 months (52 weeks).
- c) Due to the shorter length of their contracts of training, trainees are not entitled to paid parental leave
- d) Approval of paid parental leave is subject to the conditions listed on the PEER Apprentice & Trainee Parental Leave Policy.

## **30. SUPPORT FOR EMPLOYEES SUBJECTED TO FAMILY AND/OR DOMESTIC VIOLENCE**

### **a) General Principles**

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that are subjected to family and/or domestic violence.

### **b) Definition of Family and/or Domestic Violence**

For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that seeks to coerce or control the person, or causes the person harm or to be fearful.

**c) Family and/or Domestic Violence Leave**

An employee, including a casual employee, who is experiencing family and/or domestic violence is entitled to ten (10) days per year of paid family and/or domestic violence leave for the purpose of doing something to deal with the impact of the family and domestic violence where it is impractical for the employee to do that thing within work hours. This may include, but is not limited to:

- i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- ii) relocation or making other safety arrangements; or
- iii) other activities associated with the experience of family and/or domestic violence.

This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

**d) Notice and Evidentiary Requirements**

The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 27.3. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

**e) Individual Support**

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee subjected to family and/or domestic violence for:

- i) changes to their span of hours or pattern or hours and/or shift patterns;
- ii) job redesign or changes to duties but within the requirements of the training contract;
- iii) relocation to suitable employment within the employer;
- iv) a change to their telephone number or email address to avoid harassing contact; or
- v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

**31. LONG SERVICE LEAVE**

All Employees shall be provided long service leave in accordance with the *Long Service Leave Act 1987* (SA) or the *Portable Long Service Leave Act 2024* (SA) as applicable.

**32. PUBLIC HOLIDAYS**

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

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 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.

### **33. JURY SERVICE**

#### **a) Payment**

An Employee required to attend for jury service during ordinary hours of work shall be reimbursed by PEER 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.

#### **b) Proof and Notification**

An Employee shall notify PEER as soon as possible of the date upon which they are required to attend for jury service. Furthermore, the Employee shall give PEER 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.

### **34. EDUCATION ASSISTANCE LEAVE**

#### **a) PEER 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:**

- i) Approval for study assistance must be sought and obtained prior to enrolling in a course of study.
- ii) Applications must be provided to PEER 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.
- iii) 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.
- iv) 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.
- v) Approval is at the discretion of the Employment Services Manager on a case-by-case basis and must fall within PEER budget guidelines. Approval will not be unreasonably withheld.

#### **b) 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.**

#### **c) This clause is to be read in conjunction with the Apprentice Education Assistance Policy.**

#### **d) 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.**

#### **e) Employees shall also be entitled to one (1) day of "Union Picnic Leave" per annum which can be used should the Employee wish to attend the annual picnic organised by the Union. Union Picnic Leave shall be paid at the Employee's base rate of pay (exclusive of any loadings or allowances). Such leave will only be granted upon the Employee providing the stamped butt of**

a ticket as proof of attendance at the picnic. Should the Employee not provide proof of attendance, the Employee will not be entitled to Union Picnic Leave and will instead be required to access annual leave or their RDO balance in order to be paid to attend the picnic.

### **35. EXTENDED PERSONAL LEAVE**

- a) 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.
- b) The approval of paid extended personal leave will be at the discretion of the Company and is subject to the Extended Personal Leave Policy and Procedure.
- c) 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.

- d) Apprentices are entitled to a maximum of 60 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 30 days accessible on each occasion. A minimum of five (5) days applies to any request.
- e) Trainees are entitled to a maximum of 30 days paid extended leave during the course of their Contract of Training, which can be accessed on one (1) occasion.
- f) Apprentices may be granted at the discretion of the General Manager – Employment Services:
  - one continuous block of sixty (60) days within their contract of training
  - an additional block of leave if the two (2) separate occasions have been exhausted, however the maximum number of days has not exceeded sixty (60) days.
- g) Interaction with the Contract of Training
  - i) An Employee's Contract of Training will not be suspended while they are on paid extended leave.
  - ii) 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.
  - iii) 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.

### **36. 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.

#### **a) 33.1. 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.

**b) Responsibilities of PEER:**

- i) Supply appropriate PPE for working in general inclement weather conditions;
- ii) Provide training to apprentices concerning working in inclement weather;
- iii) Encourage workers to be proactive and report hazards in relation to working in inclement weather;
- iv) Investigate and act on any/all reports that have or could have an adverse reaction on a worker;
- v) When weather conditions are extreme (especially hot weather), check with applicable hosts that they are not placing apprentices in conditions that could affect their health; and
- vi) Where required, PEER will provide instruction and advice in a timely manner in order to not compromise the health and safety of the apprentice.
- vii) PEER will review Host Inclement Weather policy and/or procedure as part of the WHS audit process.

**c) Responsibilities of Employees**

- i) Follow the inclement weather policy as set out in the PEER VEET Inclement Weather Policy and Procedure.
- ii) Follow all reasonable instructions from their host employer and PEER;
- iii) Use PPE that has been supplied for working in inclement weather (i.e. sunscreen, hats, long shirts/trousers, etc.); and
- iv) Raise any concerns about working conditions and/or individual wellbeing with the host employer and PEER as required.

**d) Conference Procedure**

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

When an apprentice or trainee is sent away from the worksite due to inclement weather, the apprentice or trainee is to immediately contact their Apprentice & Trainee Supervisor (ATS). PEER will not relocate an apprentice or trainee to Trade School on the day of notification.

**e) 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.

Should the apprentice not contact their talent coach for instructions they will take the time lost as unpaid leave as instruction was not sought prior to the apprentice leaving the site.

If the Employee has exceeded their allowance of thirty-two (32) hours over a four (4) week period, they may take the time lost as unpaid leave, or utilise accrued RDO's.

## **PART 5: ALLOWANCES**

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 set out in the relevant Award.

### **37. 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 \$400.00 per employee will be reimbursed for each claim, up to a maximum of \$800.00 in the course of their employment (\$400.00 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's obligations under WH&S legislation, Australian Standards and the individual needs of Contractors and Host Employer's whom the employee is placed with.

### **38. DIGITAL STANDARDS**

Electrical Apprentices will receive an allowance on commencement of employment and at roll over each year (anniversary date of Contract of Training) to cover the cost of digital access to Standards AS3000 and AS3008.

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

### **39. 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:

- i) PEER shall ensure that a sufficient scope of work is provided for Employees by Host Employer as required by the contract of training.
- ii) PEER shall reinforce the requirement that Employees shall accurately complete profiling on a weekly basis (if practicable).
- iii) 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).
- iv) The Employees shall ensure that the Host Employer supervising trade-qualified Employees shall (while not certifying that the Employee is competent in the described tasks) validate accurate profiling sheets with their electronic approval or signature where required.
- v) PEER shall reinforce the requirement that Host Employers shall validate accurate profiling sheets with their electronic approval or signature on a weekly basis (if practicable).
- vi) Where Host Employers fail to validate accurate profiling sheets when requested by the Employee, the Employee shall advise PEER as soon as practicable. PEER will then approach the Host Employer to assist in resolving outstanding profiling validations.
- vii) Failure to submit profiling for a maximum interval of 4 weeks may lead to the matter being referred to the Dispute Settlement Procedure (clause 1)

### **40. TOOLS & UNIFORM PROVISIONS**

#### **a) Purchase of Tools**

Employees own and are personally responsible for the standard tool kit. The Employer includes any Tool Allowance contained in the Award as part of an Employee's all up rate.

All Employees of PEER are provided with a standard tool kit without any upfront cost which is provided during induction. The Employee will reimburse PEER a minimum \$40 per pay period until the cost of the toolkit has been covered. This clause does not apply to apprentices and trainees employed in the Defence sector who should instead refer to the separate Defence Tool Agreement Form.

#### **b) Standard Tool Kit**

The contents of a standard tool kit 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.

All employees shall supply, maintain, and have available for work daily a full set of tools as provided by PEER at induction. Non-compliance may incur disciplinary action.

PEER will provide Lock Out/Tag Out Kits at no cost to Electrical apprentices upon commencement of employment.

**c) Additional Tools**

At any stage after commencement, PEER will, upon request from the Employee, assist with the purchase of additional tools, where the cost of such tools will be reimbursed to PEER using payroll deductions. The Employee will reimburse PEER a minimum \$25 per pay period until the cost of the additional tools has been covered or such amount as required to ensure the tool debt is paid in full prior to the Employees Contract of Training end date.

Where a Host Employer requests an Employee to purchase unreasonable additional tools the Employee shall advise PEER as soon as practicable. PEER will then approach the Host Employer to assist in resolving disputes around additional tool requirements.

**d) Loss of tools**

The Employer must compensate an employee for tools stolen, damaged or destroyed whilst securely stored by the Employee to a maximum value of the current replacement price of the standard tool kit subject to the following conditions:

- i) The tools were stolen, damaged or destroyed.
- ii) This occurred in relation to work or a workplace/worksites the employee attended under the direction of the Employer.
- iii) Any claim for lost tools due to theft is accompanied by a police report.
- iv) Replacement receipts for standard tools
- v) The tools were located at and secured either by:
  - being locked in an Employer vehicle.
  - being locked in a private vehicle that was situated on or adjacent to work or a work site the employee attended under the direction of the Employer; or
  - being locked in any locked storage facility situation on the Employer's premises, workplace, worksite, workshop or lock-up.
- vi) The allowance will be paid a maximum of 2 times to each Employee

**e) Uniform**

The Employer will provide all apprentices and trainees with a standard uniform upon commencement of their employment. Each year on their roll over date (anniversary date of their Contract of Training), apprentices and trainees will be given a choice of uniform items from an approved list. Full details can be found in PEER's Dress Code Policy.

## **41. 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.

Salary sacrifice *SHALL*:

- i) Be by agreement between PEER and Employee and must comply with all SGAA and Australian Taxation Office (ATO) requirements;
- ii) Not disadvantage the Employee or PEER in any way.
- iii) Be effective only on the written authority of the Employee and Employer;
- iv) Be stopped at the written request of the Employee;
- v) Be reflected on the Employees pay slip in accordance with the relevant legislation;

- vi) Have a statement provided to the Employee detailing the salary sacrifice at the end of each financial year;
- vii) Not alter PEER superannuation obligation to pay ordinary superannuation contributions in accordance with SGAA or SGCA;
- viii) 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);
- ix) Immediately be reviewed in the event of any change to any relevant act(s) or ATO rulings;
- x) 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);
- xi) Mean that the option to seek agreement to salary sacrifice only be available once per year.

## **42. OCCUPATIONAL LICENCES**

### **a) Workers Registration – 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 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, prior to the completion of the probationary period will jeopardise the on-going employment of an apprentice.

### **b) Workers Registration – 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.

### **c) Under Supervision – Communications/Security Systems Vocation:**

It is a condition of employment with PEER 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.

### 43. WORKPLACE DELEGATE RIGHTS

This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

a) In this clause:

- i. **Employer** means the employer of the workplace delegate.
- ii. **Delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- iii. **Eligible employees** means members and persons eligible to be members of the delegates' organisation who are employed by the employer in the enterprise.

b) Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

c) An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

#### **d) Rights of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- i. Consultation about major workplace change
- ii. Consultation about changes to rosters or hours of work
- iii. Resolution of disputes
- iv. Disciplinary processes
- v. Enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- vi. Any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

#### **e) Entitlement to reasonable communication**

The employer will:

- i. A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 41(d). This includes discussing membership of the delegate's organisation and representation within eligible employees.
- ii. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

#### **f) Entitlement to reasonable access to the workplace and workplace facilities**

The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace

delegate and eligible employees;

ii. a physical or electronic notice board;

iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi.

iv. a lockable filing cabinet or other secure document storage area and

v. office facilities and equipment including printers, scanners and photocopiers.

The employer is not required to provide access to or use of a workplace facility listed above if:

vi. the workplace does not have the facility;

vii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

viii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**g) Entitlement to reasonable access to training**

The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

i. In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees

ii. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are full-time or part-time employees; or regular casual employees

iii. Payment for a day of paid time during the normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

iv. The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and workplace delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

v. If requested by the employer, the workplace delegate must provide the employer with an outline of the training content

vi. The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

vii. The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

**h) Exercise of entitlements under this clause**

i. A workplace delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- comply with their duties and obligations as an employee;
- comply with the reasonable policies and procedures of the employer, including reasonable

codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

- no hinder, obstruct or prevent the normal performance of work; and
- not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association

ii. This clause does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contract details for eligible employees.

iii. This clause does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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