

## PEER 2026 EBA COMPARISON TO CURRENT EBA

### APPRENTICE & TRAINEE

This document provides an explanation of the differences in entitlements and other terms and conditions between the proposed (NEW EA name) (**the 2026 EBA**) and the existing (insert EB name) (**the 2021 EBA**).

The terms and conditions of your employment have been governed by the 2021 EBA. If the 2026 EBA is approved, the terms and conditions of your employment will be governed by the 2026 EBA, not the 2021 EBA. It is therefore important that you understand the differences between the 2021 and 2026 EBA before voting on the 2026 EBA.

You are encouraged to read this document and seek any further clarification if you remain unsure about anything set out in this document. Please note, this document is a guide only and employees are also encouraged to read the 2026 EA in its entirety.

If you have any questions or require any further clarification or explanation, or if you note any discrepancy between this document and the terms of the 2026 EA, please do not hesitate to contact your bargaining representative or People and Culture (hr@peer.com.au).

2026 "NEW" EBA CLAUSE	2021 "OLD" EBA CLAUSE	PEER COMMENT & EXPLANATION
3 DATE & PERIOD OF OPERATION OF AGREEMENT	3 DATE & PERIOD OF OPERATION OF AGREEMENT	This clause has been updated to reflect the title of the 2026 EBA and to note that the 2026 EBA will expire four (4) years after it is approved by the Fair Work Commission. Note: the 2021 EBA also had a four-year term.
6. Definitions	6. Definitions	Updated the Skill Act definition to align with the <i>South Australian Skills Act</i> (replacing the <i>Training and Skills Development Act</i> ). The <i>South Australian Skills Act</i> has replaced the <i>Training and Skills Development Act</i> as the legislation governing traineeships and apprenticeships in South Australia.
7. Application of enterprise agreement and awards	7. Application of enterprise agreement and awards	Added two (2) Modern Awards that would otherwise apply to apprentices or trainees employed by PEER, namely: <ul style="list-style-type: none"><li>• Manufacturing and Associated Industries Occupations Award 2020</li><li>• Miscellaneous Award 2020</li></ul>
8 PEER Apprentice and Trainee Handbook	8 PEER Apprentice and Trainee Handbook	This clause has been updated to note that PEER policies and procedures do not form part of the 2026 EBA. This is for clarity only and does not impact upon your entitlements.

10. Discussions about the Operation of the Agreement	10. Discussions about the Operation of the Agreement	This clause has been updated to note that the CEPU is responsible to schedule the annual meeting, both CEPU and PEER will be in attendance, and PEER must agree to the date and time at which the meeting is held to maximise attendance while ensuring minimal impact on host employers.
11 Employee Engagement	11 Employee Engagement	Updated the 2026 EBA to include additional wording strengthening alignment between the <i>South Australian Skills Act</i> and <i>Fair Work Act</i> for business suspensions of training contracts. This acknowledges that business suspensions are unpaid for the period of the suspension unless the employee elects to access paid leave. This is intended to formalise PEER's existing policy concerning business suspensions.
12. Dispute Settlement Procedure – Relating to Employment Conditions	12. Dispute Settlement Procedure – Relating to Employment Conditions	Updated the 2026 EBA with the updated model term for Enterprise Agreements that was released by the Fair Work Commission in February 2025. The main changes to the clause are that: <ul style="list-style-type: none"> <li>the clause recognises the rights of the Union to be involved in disputes</li> </ul>
13 Dispute Settlement Procedure – Relating to Contracts of Training	13 Dispute Settlement Procedure – Relating to Contracts of Training	The clause has been amended for clarity, to reflect that where there is a dispute about a Contract of Training, one of the outcomes may be that the Skills Commission may determine that a Contract of Training may be suspended for a period of four weeks. The clause previously could have been interpreted as saying that the Skills Commission may suspend an employee's employment for a period of four weeks, even though this is not within the power of the Skills Commission. (Employment related decisions are decided by the Fair Work Act (FWA)). For clarity, the clause now also notes the authority within the Skills Act for PEER to suspend an employee who it believes is guilty on the balance of probabilities of serious and wilful misconduct. As set out above, clause 11 of the 2026 EBA now details how PEER intends to manage employee pay whilst there is a business suspension of a Contract of Training.
14. Consultation	14. Consultation	Updated the 2026 EBA with the updated model term for Enterprise Agreements that was released by the Fair Work Commission in February 2025. The main difference between the two clauses is that the new clause requires PEER to communicate the outcome of consultation to employees, including the consideration given to matters raised by employees and their representatives during consultation.

15. Flexibility	15. Flexibility	Updated the 2026 EBA with the updated model term for Enterprise Agreements that was released by the Fair Work Commission in February 2025. The main change is that the new clause provides more detail about the procedure to agree to an individual flexibility agreement.
16. Rates of Pay	16. Rates of Pay	16.1 – Added additional sentence to cover different allowances across different awards. This is to ensure we correctly apply allowances across all awards.  16.2 – Added new clause identifying that PEER will pay a minimum of the Year 12 rate set out in the applicable award, even if the apprentice hasn't completed Year 12 or SACE.
17. Sign on Bonus	N/A	Added new clause in the 2026 EBA, that if this agreement is approved by the Fair Work Commission, all employees that are employed by PEER at the time of voting will receive a \$250 total tools voucher and \$500 cash payment (subject to any applicable taxation and inclusive of superannuation) within 14 days of the agreement being approved by the Fair Work Commission.
18. Roll Over Payment	N/A	Added new clause in the 2026 EBA that is applicable for Apprentices only. Apprentices can apply for an additional payment at the roll over date (anniversary date of their Contract of Training) if they have successfully completed all the required units (theory & practical) and profiling for that apprentice year. This is subject to meeting all the application criteria which in addition to unit and profiling completion, includes no disciplinary action, no more than five (5) days Leave without Pay and review & sign any policies within six (6) weeks of receiving.  Roll over payments are: 1 <sup>st</sup> year roll over - \$500.00 2 <sup>nd</sup> year roll over - \$1000.00 3 <sup>rd</sup> year roll over - \$1500.00  Full details and further information can be found in the Roll Over Program Policy and Procedure.
20. Superannuation	18. Superannuation	In this clause we have: <ul style="list-style-type: none"> <li>Updated the 2026 EBA to reference the legislation which sets out your superannuation entitlements. The key difference is to incorporate upcoming changes to the legislation from 1 July 2026, introducing Same Pay Super.</li> </ul>

		<ul style="list-style-type: none"> <li>Removed the named Superannuation Fund "Energy Super' and added that PEER will review the default Superannuation Fund every four (4) years. This ensures a regular review of the default fund by a committee representing employees, apprentices and trainees against a selection criteria including performance, returns, insurance coverage and accessibility/support for employees and employers.</li> <li>Noted that by law, if you have not provided details of your superannuation fund to us, we are required to identify if you have a 'stapled fund' (or an existing superannuation fund) before paying into the default fund.</li> </ul>
21. Hours of Work	19. Hours of Work	This clause references the span of hours and removed specific hours of coverage (6.00am to 6.00pm) and referred back to the award the apprentice or trainee would otherwise be covered by, as ordinary hours differ across the five (5) awards which are relevant under this agreement.
22. Rostered Day off (RDO) System	20. Rostered Day off (RDO) System	Section (e) – we have removed the provision stating that where an employee has not accrued enough RDO hours, they can only take unpaid and annual leave to make up the insufficient hours if requested by the employee. The intention is that both the Employer and Employee can discuss these as options if an apprentice or trainee has an insufficient RDO balance. This allows PEER to be able to recommend all leave options and work collaboratively with the employee to identify a solution.
24. Rest Break	22. Rest Break	Included the additional requirements for rest breaks for those trainees covered by the Clerks Private Sector Award 2020, as this differs from the other Modern Awards covered under this agreement.
25. Reasonable Additional Hours (Overtime)	23. Reasonable Additional Hours (Overtime)	<p>Section (e) – removed that employees would be paid a minimum of four (4) hours overtime on weekends, RDO's and Public Holidays and referred back to the award. The minimum hours for overtime by award are as follows:</p> <p>Electrical Award – 4 hours  Manufacturing Award – 4 hours on Saturday, 3 hours on Sundays and public holidays  Plumbing Award – 3 hours on Saturday, 4 hours on Sundays and public holidays  Clerks Award – 3 hours on Saturday, 4 hours on Sundays and public holidays  Miscellaneous Award – no minimums</p> <p>Please contact People &amp; Culture (<a href="mailto:hr@peer.com.au">hr@peer.com.au</a>) or your ATS if you are unsure which award applies to you.</p>

		<p>Section (h) - removed that employees would be paid a minimum of four (4) hours overtime for minimum payment for call back and referred back to the award they would otherwise be covered by, as this differs across the five (5) awards covered under this agreement.</p> <p>These changes mean that no apprentice or employee is worse off with respect to overtime than they would be if the relevant award applied to their employment.</p>
26. Shift Work	24. Shift Work	<p>Section (d) – added new clause to cover change in the Plumbing and Fire Sprinklers Award 2020 that they will be entitled to a fifth week of annual leave where they meet the definition of a continuous shift worker. This was also the case under the 2021 EBA because PEER made an undertaking to that effect.</p>
27. Annual leave	25. Annual leave	<p>Section (b) – the New “EBA” notes that employees who would have been covered by the Clerks Private Sector Award 2020 and the Electrical, Electronic and Communications Contracting Award 2020 will be paid while taking annual leave the greater of 17.5% leave loading OR the minimum hourly rate for the employee’s ordinary hours of work in the period inclusive of shift and weekend penalties. This was also the case under the 2021 EBA because PEER made an undertaking to that effect.</p>
28. Personal Leave	26. Personal Leave	<p>This Clause refers to Personal Leave provisions in the 2021 and 2026 EBA’s. Key changes are:</p> <p>Section (a) – Deleted the paragraph that limited carer’s leave to 10 (ten) days per year (in accordance with an undertaking PEER made as part of the approval of the 2021 EBA).</p> <p>Section (c) - The clauses regarding "Compassionate Leave" in the 2021 and 2026 EBAs detail employees' entitlements and purposes for compassionate leave. The key difference is: The 2026 EBA expands the scope of compassionate leave to include situations such as stillbirth and miscarriage, which are not explicitly mentioned in the 2021 EBA. This is to comply with an expanded scope now included within the <i>Fair Work Act 2009</i>.</p>
29. Parental Leave	27. Parental Leave	<p>The 2026 EBA includes updated clauses that grant paid parental leave for apprentices after meeting eligibility criteria including:</p>

		<ul style="list-style-type: none"> <li>- up to 12 weeks paid parental leave for either parent (doesn't need to be primary carer) that can be taken at 12 weeks full pay or 24 weeks half pay</li> <li>- Superannuation Guarantee Contributions (SGC) on the unpaid leave up to 52 weeks</li> </ul> <p>Trainees are not entitled to paid parental leave due to the shorter length of their contract of training but are entitled to all entitlements under the NES.</p> <p>Full details can be found in the Apprentice &amp; Trainee Parental Leave Policy.</p>
30. Support for Employees Subjected to Family and/or Domestic Violence	28. Support for Employees Subjected to Family and/or Domestic Violence	<p>Section (c) - The 2026 clause increases the entitlement from five (5) days to ten (10) days. This leave will now also be paid as opposed to unpaid. The definition of family and domestic violence has also changed to reflect changes to the <i>Fair Work Act 2009</i>. The provision has been updated to remove the entitlement for an employee to access family and domestic violence leave to provide support to a person who is subject to family and domestic violence. There is no entitlement to such leave under the National Employment Standards.</p>
31. Long Service Leave	29. Long Service Leave	<p>This section refers to the Long Service Leave provisions. The 2026 Clause has been updated to refer to the <i>Long Service Leave Act 1987 (SA)</i> or the <i>Portable Long Service Leave Act 2024 (SA)</i> as applicable.</p> <p>This removes reference to the <i>Construction Industry Long Service Leave Act</i>, which has been superseded by the <i>Portable Long Service Leave Act</i>.</p> <p>The reference to the <i>Long Service Leave Act 1987</i> reflects the fact that PEER now employs apprentices and trainees who are not in the construction industry and are therefore not entitled to portable long service leave.</p>
34. Education Assistance Leave	32. Education Assistance Leave	<p>The 2026 EBA includes a new clause that entitle employees up to one (1) day of leave to attend the Union Picnic Day per annum, should they wish to attend, to be paid at the Employee's base rate of pay. Employees need to provide proof of attendance (stamped butt of ticket) to receive payment. Employees who attend the picnic but fail to provide proof of their attendance will need to utilise annual leave or RDO leave entitlements.</p>

<p>35. Extended Personal Leave</p>	<p>33. Extended Leave</p>	<p>The clauses regarding "Extended Leave" in the 2021 and 2026 EBAs outline conditions for employees who have exhausted their personal leave accruals due to injury or illness.</p> <p>The 2026 EBA specifies that access to extended personal leave has been increased from 40 days to 60 days (that can be accessed on two (2) separate occasions of 30 days). This has increased from 20 days for each occasion.</p> <p>A minimum of five (5) days applies to any request. There was no minimum listed in the prior policy or clause. This is because the clause is only applicable due to serious injury or illness and not for when personal leave is exhausted.</p> <p>Employees can also be granted at the discretion of the General Manager Employment Services to utilise the 60 days in one block or an additional occasion if the 2 separate occasions have been exhausted however the maximum number of days has not exceeded 60 days. This was not available under the 2021 EBA.</p>
<p>36. Inclement Weather</p>	<p>34. Inclement Weather</p>	<p>This Clause refers to Inclement Weather provisions in the 2021 and 2026 EBAs.</p> <p>The key difference between the 2021 EBA and 2026 EBA is PEER has an additional responsibility to review the Host Inclement Weather Policy and/or Procedure as part of the WHS audit process and that PEER will not relocate an apprentice or trainee to Trade School on the day they are sent away from site due to inclement weather.</p>
<p>37. Prescription Safety Glasses</p>	<p>35. Prescription Safety Glasses</p>	<p>Increased the maximum an employee will be reimbursed for each claim for prescription safety glasses.</p> <p>The key differences are:</p> <ul style="list-style-type: none"> <li>• Increase from \$100 in the 2021 EBA to \$400.00 in the 2026 EBA for each claim with a maximum of \$800 over the course of their employment. This is a maximum of \$400 for trainees.</li> <li>• In the 2021 EBA it capped at \$200.00 for apprentices and \$100.00 for trainees over their employment lifecycle.</li> <li>• This provides greater flexibility on how employees wish to utilise this allowance. Employees have the choice to claim up to \$200 per claim per year</li> </ul>

		over four years or up to \$400 per claim and twice over their apprenticeship for example.
36. Discrimination and sexual harassment	N/A	<p>This clause has been removed as PEER has instead introduced a Sexual Harassment Policy which is more comprehensive, including acknowledging PEER's positive duty to prevent sexual harassment and sex discrimination.</p> <p>As this clause has been removed and its contents moved to policy, apprentices and trainees will not be able to use the enterprise agreement to enforce protections against discrimination and sexual harassment (for example, if you feel that PEER has not provided a work environment free from discrimination, you will not be able to pursue PEER by claiming it has breach its enterprise agreement obligations).</p> <p>However, you will still have protections in relation to discrimination and harassment in the workplace. Legislation which protects your rights in relation to these matters includes <i>Age Discrimination Act 2004 (Cth)</i>, <i>Disability Discrimination Act 1992 (Cth)</i>, <i>Racial Discrimination Act 1975 (Cth)</i>, <i>Sex Discrimination Act 1984 (Cth)</i>, <i>Equal Opportunity Act 1984 (SA)</i>, <i>Work Health and Safety Act 2012 (SA)</i> and <i>Fair Work Act 2009 (Cth)</i>. You can pursue these matters through the Australian Human Rights Commission, the Equal Opportunity Commission or the Fair Work Commission, or with the assistance of SafeWork SA, as appropriate.</p>
38. Digital Standards	N/A	The 2026 EBA will include a new allowance for Electrical Apprentices for the subscription of the digital standards AS3000 and AS3008. This allowance will be paid upon commencement of their apprenticeship and at the roll over date each year.
40. Tools & Uniform Provisions	38. Tools	<p>This clause notes that the provision of a tool kit does not apply to apprentices and trainees in the defence sector. This has been expressly added as employees in this sector were not employed by PEER at the time the 2021 EBA was agreed.</p> <p>Otherwise, the key differences in this clause are:</p> <ul style="list-style-type: none"> <li>• Increased the minimum repayment from \$25.00 to \$40.00 per week due to the increase in the tool kit</li> <li>• Defence sector tool kit attracts government funding and includes reference to tool kit form that describes the terms and conditions</li> </ul> <p>PEER has also added additional clauses that:</p>

		<ul style="list-style-type: none"> <li>state PEER will provide Lock Out/Tag Out Kits at no cost to Electrical apprentices. PEER provided these kits in the 2021 EBA as part of the standard toolkit, however this was at a cost to the apprentice</li> <li>provide choice of uniform options from an approved list upon roll over. In the 2021 EBA PEER provided a standard uniform supply. In the 2026 EBA it is proposed that there will be 2-3 choices for most of the uniform items from an approved list to allow for greater choice. PEER Dress Code Policy contains the full details.</li> </ul>
43. Workplace Delegate Rights	N/A	<p>Added a new Clause for Workplace Delegates Rights, as required by the Fair Work Act 2009.</p> <p>This clause outlines the rights and responsibilities of elected employee representatives (delegates), ensuring they are supported to represent employees effectively – including reasonable access to communication, facilities, and paid time for delegate duties in line with the Fair Work Act.</p>