



# DECISION

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

## **Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated T/A PEER VEET** (AG2021/8646)

### **PEER APPRENTICE AND TRAINEE ENTERPRISE AGREEMENT 2021**

Educational services

COMMISSIONER MCKINNON

MELBOURNE, 24 DECEMBER 2021

*Application for approval of the PEER Apprentice and Trainee Enterprise Agreement 2021.*

[1] Plumbing, Electrical, Electronic and Refrigeration Vocational Education, Employment and Training Incorporated T/A PEER VEET has applied for approval of a single enterprise agreement known as the *PEER Apprentice and Trainee Enterprise Agreement 2021* (the Agreement).

[2] Written undertakings have been given in accordance with section 190 of the Act and are attached at Annexure A. I am satisfied that the undertakings are not likely to cause financial detriment to any employee covered by the Agreement and do not result in substantial changes to the Agreement. The undertakings are taken to be terms of the Agreement.

[3] With the undertakings now given, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[4] The Agreement is approved and will operate from 31 December 2021. The nominal expiry date of the Agreement is 1 October 2025.

[5] The Agreement covers the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

  
  
COMMISSIONER

The signature of Commissioner McKinnon is written in blue ink above the seal. The seal is circular and contains the text 'SEAL OF THE FAIR WORK COMMISSION' around the perimeter and 'AUSTRALIA' at the bottom. In the center of the seal is the Australian coat of arms.

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## ANNEXURE A:

### PEER Undertakings

I, Michael Watters, General Manager - Corporate Services, for PEER Education Employment & Training Ltd (trading as PEER) give the following undertakings with respect to the Apprentice and Trainee Enterprise Agreement 2021:

1. I have the authority given to me by PEER to provide this undertaking in relation to the application before the Fair Work Commission. In relation to the concerns by the Commissioner in relation to the Agreement, I undertake the following:
2. **NES Definition of the Shiftwork for Annual Leave (employees covered by the *Plumbing and Fire Sprinklers Award*)**  
At present it is not customary for PEER to employ shiftworkers. However, for the purposes of clauses 24(a) and 25(c), an employee who would otherwise be 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 above Award, being an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.
3. **Personal/Carers Leave**  
Despite clause 26(a) of the agreement, personal leave can be taken for the purpose of caring or supporting members of immediate family or a member of the household, without an annual cap.  
In addition, where circumstances mean that an employee is unable to reasonably provide notice of their intention to take personal leave either due to illness or for the purposes of caring responsibilities or providing support on the day(s) of absence, notice may be provided at a later date.
4. **Annual Leave Loading (employees covered by the Clerks Private Sector Award 2020 or the Electrical, Electronic and Communications Contracting Award 2020)**  
Where an employee who would otherwise be covered by the above awards is on annual leave, they shall be paid the greater of the following:
  - a) a 17.5% leave loading; or
  - b) the minimum hourly rate for the employee's ordinary hours of work in the period inclusive of shift and weekend penalties.
5. **Paid Rest Breaks (employees covered by Clerks Private Sector Award)**  
Contrary to clause 22 of the Agreement, where an employee who would otherwise be covered by the Clerks Private Sector Award, works more than 8 ordinary hours, they shall be entitled to two 10 minute paid rest breaks, not one as the agreement states.
6. **Rates of Pay**  
Further to clause 16 of the Agreement, if an allowance payable under a relevant Award is an 'all purpose' allowance, it will also be an all-purpose allowance under the Agreement.

Signed:

Date: 21<sup>st</sup> December 2021



Michael Watters, General Manager Corporate Services

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

## **PEER Education Employment & Training Ltd**



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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 2021'.

## **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 1<sup>st</sup> October 2025. 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 Education Employment and Training Ltd ("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.

**'T&SD Act'** means the Training and Skills Development 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

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

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

Employees shall comply with all Company policies and procedures. Employees shall also comply with instructions as detailed in the PEER 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 agrees to annual apprentice meetings of approximately one hour duration attended by the CEPU, to advise apprentices on the terms of this agreement, and seek apprentices' views on the agreement's operation.

It is agreed between the parties that meetings will be held at the PEER training centre and scheduled to ensure a maximum number of apprentices participate in the meetings, with a minimum impact on host employers.

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

## 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) An apprenticeship or traineeship may be cancelled or suspended in accordance with the requirements of the Contract of Training agreement and Clause 11 of this Agreement.
- d) The probationary period of an Employee will be as set out in the training agreement or contract of apprenticeship consistent with the requirements of the state training authority and State legislation.
- e) 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.

- f) 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.
- g) 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 (ii) 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**

- a) If a dispute relates to:
  - i) a matter arising under the agreement; or
  - ii) the National Employment Standards;
  - iii) this term sets out procedures to settle the dispute.

- b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to The Fair Work Commission.
- e) The Fair Work Commission may deal with the dispute in 2 stages:
  - i) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - arbitrate the dispute; and
    - make a determination that is binding on the parties.

*Note* If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- f) While the parties are trying to resolve the dispute using the procedures in this term:
  - i) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - ii) 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:
    - the work is not safe; or
    - applicable occupational health and safety legislation would not permit the work to be performed; or
    - the work is not appropriate for the employee to perform; or
    - there are other reasonable grounds for the employee to refuse to comply with the direction.
- g) 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 South Australian Skills Act 2008 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 is not limited to) the following:

- Suspend the employment 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, 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

This term applies if the Employer:

14.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

14.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

- a) **Major Change** – For a major change referred to in paragraph 14.1:
- i) the Employer must notify the relevant Employees of the decision to introduce the major change, prior to the decision being made when practicable; and
  - ii) subclauses 14.b) to 14.i) apply.
- b) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- c) If:
- i) a relevant Employee appoints, or relevant Employees appoint, a 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.
- d) As soon as practicable after making its decision, the Employer must:
- i) discuss with the relevant Employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the Employees; and
    - measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

- ii) for the purposes of the discussion—provide, in writing, to the relevant Employees:
  - all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the Employees; and
  - any other matters likely to affect the Employees.
- e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- f) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- g) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 14.1 and subclauses 14.b) and 14.d) are taken not to apply.
- h) 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 elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - iv) the alteration of hours of work; or
  - v) the need to retrain employees; or
  - vi) the need to relocate employees to another workplace; or
  - vii) the restructuring of jobs.
- i) Change To Regular Roster Or Ordinary Hours Of Work – For a change referred to in paragraph 14.2:
  - i) the employer must notify the relevant Employees of the proposed change; and
  - ii) subclauses 14.j) to 14.m) apply.
- j) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- k) If:
  - i) a relevant Employee appoints, or relevant Employees appoint, a 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.
- l) As soon as practicable after proposing to introduce the change, the Employer must:
  - i) discuss with the relevant Employees the introduction of the change; and

- ii) for the purposes of the discussion—provide to the relevant Employees:
  - all relevant information about the change, including the nature of the change; and
  - information about what the employer reasonably believes will be the effects of the change on the Employees; and
  - information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- m) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- n) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- o) In this term *relevant Employees* means the employees who may be affected by a change referred to in subclause 14.1 and 14.2.

## 15. FLEXIBILITY

PEER and one or more Employee's covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- i) 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
- ii) 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
- iii) the arrangement is genuinely agreed to by PEER and the Employee. PEER 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 was made.

PEER must ensure that the individual flexibility arrangement:

- i) is in writing; and
- ii) includes the name of PEER and the Employee; and
- iii) is signed by PEER 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 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.

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

PEER or the Employee may terminate the individual flexibility arrangement:

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

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

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

Upon approval by the Fair Work Commission of this Agreement and effective from the first full pay week subsequent to the ballot date, 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.

### **17. 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' pay slips 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.

### **18. SUPERANNUATION**

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

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

### **19. HOURS OF WORK**

Ordinary hours of work for a full-time employee shall be 38 hours per week, worked between the hours of 6.00am and 6.00pm, Monday to Friday.

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 (6.00am to 6.00pm, Monday to Friday) 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-hour 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.

## 20. ROSTERED DAY OFF (RDO) SYSTEM

Provided that where PEER, the 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 hours 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 or paid leave in advance. The use of unpaid leave or annual leave accruals will only occur where requested by the Employee.

**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.

## **21. 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.

## **22. 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.

## **23. 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 work flows;
- 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;
- The Employee’s personal circumstances including any family responsibilities;
- The needs of the workplace or enterprise;

- The notice (if any) given by the Host Employer of the overtime and by the Employee of their intention to refuse it;
- Any other relevant matters.

**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 of four (4) hours 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 of four (4) hours' work at the appropriate rate for each time the Employee is so recalled.

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

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

#### **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.

## **24. 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.

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

### **25. 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. Annual leave loading shall not be payable 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).

#### **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.

## **26. 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, include sick and carer's leave and be cumulative.

### **a) Personal Leave Rules**

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

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
- 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.

## **27. PARENTAL LEAVE**

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

## **28. 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 person against a member of the person's immediate family or household (current or former). To avoid doubt, this definition includes behaviour that:

- i) is physically or sexually abusive; or
- ii) is emotionally or psychologically abusive; or
- iii) is economically abusive; or
- iv) is threatening; or
- v) is coercive; or
- vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- vii) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

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

An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to 5 days per year of unpaid family and/or domestic violence leave for the purpose of:

- 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.

In addition, an employee, including a casual employee, who provides support to a person who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave, as per the NES not this agreement, for the purpose of:

- i) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
- ii) assisting with relocation or other safety arrangements; or
- iii) other activities associated with the family and/or domestic violence including caring for children.

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.

### **29. LONG SERVICE LEAVE**

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

### **30. 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.

## **31. 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.

## **32. 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.

## **33. EXTENDED 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 Leave 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 40 days paid extended leave during the course of their Contract of Training. This leave can be accessed on two (2) separate occasions, with a maximum 20 days accessible on each occasion.
- e) Trainees are entitled to a maximum of 20 days paid extended leave during the course of their Contract of Training, which can be accessed on one (1) occasion.
- f) 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.

## 34. 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) 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 advise in a timely manner in order to not compromise the health and safety of the apprentice.

**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 is sent away from the worksite due to inclement weather, the apprentice is to immediately contact their talent coach for instruction on what to do (including report back to PEER for work or trade school or go home for the day).

**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.

### **35. PRESCRIPTION SAFETY GLASSES**

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

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

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

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

### **36. DISCRIMINATION AND SEXUAL HARRASSMENT**

The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the Sex Discrimination Act 1984 and the South Australian Equal Opportunity Act 1984.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved.

The Company will make a genuine effort to implement workplace training and education programs intended to assist employers/employees understand the issues through developing a culture which makes workplaces fair and safe for all.

### **37. 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 11)

## **38. TOOLS**

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

Employee's 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 \$25 per pay period until the cost of the toolkit has been covered.

### **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 present 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.

### **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/worksite 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.

### **39. 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.

### **40. 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.

**SIGNATORY PAGE**

Signed by: [Signature] Date: 30/11/21

Name: MICHAEL WATERS Position: CIM CORPORATE SERVICES

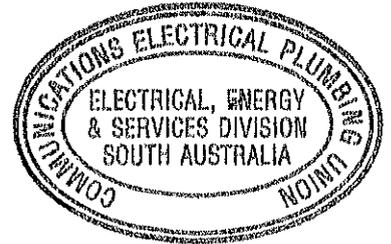
Address: 1042 PORT ROAD ALBERT PARK SA 5014

FOR AND ON BEHALF OF PEER

Signed by: [Signature] Date: 30/11/21

Name: JESSICA BROOKE ROGERS Position: ASSISTANT SECRETARY

Address: 87 ST VINCENT ST, PORT ADEL.



FOR AND ON BEHALF OF THE CEPU



## PEER Undertakings

I, Michael Watters, General Manager - Corporate Services, for PEER Education Employment & Training Ltd (trading as PEER) give the following undertakings with respect to the Apprentice and Trainee Enterprise Agreement 2021:

1. I have the authority given to me by PEER to provide this undertaking in relation to the application before the Fair Work Commission. In relation to the concerns by the Commissioner in relation to the Agreement, I undertake the following:
2. **NES Definition of the Shiftwork for Annual Leave (employees covered by the *Plumbing and Fire Sprinklers Award*)**  
At present it is not customary for PEER to employ shiftworkers. However, for the purposes of clauses 24(a) and 25(c), an employee who would otherwise be 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 above Award, being an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least 6 consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.
3. **Personal/Carers Leave**  
Despite clause 26(a) of the agreement, personal leave can be taken for the purpose of caring or supporting members of immediate family or a member of the household, without an annual cap.  
In addition, where circumstances mean that an employee is unable to reasonably provide notice of their intention to take personal leave either due to illness or for the purposes of caring responsibilities or providing support on the day(s) of absence, notice may be provided at a later date.
4. **Annual Leave Loading (employees covered by the *Clerks Private Sector Award 2020* or the *Electrical, Electronic and Communications Contracting Award 2020*)**  
Where an employee who would otherwise be covered by the above awards is on annual leave, they shall be paid the greater of the following:
  - a) a 17.5% leave loading; or
  - b) the minimum hourly rate for the employee's ordinary hours of work in the period inclusive of shift and weekend penalties.
5. **Paid Rest Breaks (employees covered by *Clerks Private Sector Award*)**  
Contrary to clause 22 of the Agreement, where an employee who would otherwise be covered by the *Clerks Private Sector Award*, works more than 8 ordinary hours, they shall be entitled to two 10 minute paid rest breaks, not one as the agreement states.
6. **Rates of Pay**  
Further to clause 16 of the Agreement, if an allowance payable under a relevant Award is an 'all purpose' allowance, it will also be an all-purpose allowance under the Agreement.

Signed:

Date: 21<sup>st</sup> December 2021



Michael Watters, General Manager Corporate Services