

**NECA**  
**Electrical Apprenticeships**  
**Queensland Enterprise Agreement**  
**2023 - 2026**

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## **PART 1 - APPLICATION AND OPERATION**

### **1.1 TITLE**

The title of this Agreement is the NECA Electrical Apprenticeships Queensland Enterprise Agreement 2023 - 2026.

### **1.2 PARTIES TO AGREEMENT**

The Parties to this agreement are:

- NECA (ECA Training PTY LTD T/A NECA Electrical Apprenticeships) (ABN 13 002 794 318). (referred to throughout this Agreement as the Company); and
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) (Electrical Division); and
- Apprentices and trainees employed by NECA and undertaking an Electrotechnology qualification in the state of QLD in accordance with this agreement.

### **1.3 APPLICATION OF AGREEMENT**

This Agreement applies to NECA with respect to the employment of employees engaged as apprentices or trainees in Queensland in accordance with the FET Act undertaking an Electrotechnology Training Package (UEE) qualification.

Subject to this clause, this Agreement does not apply to work performed in commercial construction where the total construction value is over \$200 million and where a project agreement applies. To avoid all doubt, where the total construction value is over \$200 million and there is no project agreement, this agreement will continue to apply.

This Agreement incorporates the terms of the following awards:

- Electrical, Electronic and Communications Contracting Award 2020 (the Award)

Where there is any inconsistency between a term in this Agreement and a term in the Award that has been incorporated, the term in this Agreement will take precedence to the extent of the inconsistency. If an Award provision is more generous than the Agreement clause the Award will take precedence.

In incorporating Award terms into this Agreement they are to be read as altered to incorporate necessary changes resulting from them being provisions of an Agreement rather than provisions of an Award. For example, the words "this Award" would become "this Agreement".

Where this Agreement is more beneficial than the NES in a particular respect to an apprentice, then this Agreement will prevail to the extent of the inconsistency.

Where the NES is more beneficial in a particular respect to an apprentice, then the NES will prevail to the extent of the inconsistency.

Where a Host Employer is a party to registered agreement or site agreement or is obligated by a site that has superior wages and conditions then the following provisions of the Host Employer's agreement will apply to the Company's apprentices in lieu of the provisions in this Agreement while working for that Host Employer:

- Hours of Work
- Wages
- Allowances
- Inclement Weather
- Overtime
- Living Away from Home
- CIRT/JETCO
- Superannuation

Where a Host Employer's registered agreement or site agreement contains provisions for paid or unpaid Union meetings, Employees will be entitled to those provisions whilst placed with the Host Employer.

The Company in its capacity as a Group Training Organisation has limited control of the workplace duties of their employed apprentices and trainees. However, the Company will ensure the placement provides experience for the apprentice or trainee in accordance with the relevant Training Contract and agreed Training Plan established between the parties to the Training Contract. Host Employers that provide hosting arrangements for the Company's employed apprentices and trainees will be required to implement the relevant State or Territory supervision guidelines for apprentices working on electrical installations.

### **Policy Preservation**

The Parties agree that certain matters that apply to employees covered by this Agreement will be preserved in policies that are incorporated as terms of this Agreement. Parties agree to review such policies within 12 months of certification.

The policies referred to throughout this Agreement, as they apply to employees covered by this Agreement, cannot be amended unless agreed by the parties.

## **1.4 DATE AND PERIOD OF OPERATION**

This Agreement commences 7 days after approval by the Fair Work Commission and will remain in force until 31 December 2026.

## **1.5 DEFINITIONS**

**"Adult"** means an employee who is twenty-one years of age or over at the time of commencing their employment as an apprentice or trainee.

**"Award"** means the Fair Work Commission consolidated Electrical, Electronic and Communications Contracting Award 2020 as amended from time to time.

**"Company"** means NECA (ECA Training PTY LTD T/A NECA Electrical Apprenticeships) (ABN 13 002 794 318), also referred to as The Company.

**"Employee" or "Employees"** means persons employed by NECA engaged as an apprentice or trainee in accordance with the FET Act.

**"FET Act"** means the *Further Education and Training Act 2014* (Qld) as varied from time to time.

**"FW Act"** means the *Fair Work Act 2009* (Cth) or its successor as varied from time to time.

**"FWC"** means the Fair Work Commission.

**"Host Employer"** means a business that contracts with a Group Training Organisation (GTO) to provide on-the-job work placement, training and experience for apprentices or trainees.

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

**"Pay period"** means a period of one week duration whereby wages for the week are paid within three business days after the end of the week, subject to clause 4.2.1. Pay advice slips will be processed electronically and distributed weekly by the Company.

**"Shift work"** means work done by employees working recognised hours preceding, during or following the ordinary working hours and includes work in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week. If the "shift work" is for a period of less than consecutive 5 days, shift penalties will not apply and overtime rates will apply instead.

**"Shift worker"** means an employee who performs rostered shift work and who is regularly rostered to work on Sundays and public holidays.

**"State Training Authority"** means the Queensland Government Department of Employment, Small Business and Training (or any equivalent successor thereof).

**"Training Contract"** has the meaning given to that term in the FET Act.

## **PART 2 - EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

### **2.1 EMPLOYMENT CATEGORIES**

Employees covered by this Agreement will be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) The company does not employ apprentices on a part-time basis.

### **2.2 ORDINARY HOURS OF WORK**

Ordinary hours of work for a full-time employee are 38 hours per week. The Parties recognise this may be affected by the application of clause 1.3.

### **2.3 PROBATIONARY PERIOD**

A six (6) month probationary period applies to new Employees from their date of commencement. Employment with the Company and the continuation of the Training Contract is subject to the satisfactory completion of the full probationary period. Should progress not yet be satisfactory at three (3) months employment or, if the new employee is still uncertain if the apprenticeship or traineeship is suitable to them, the Company may extend the probationary period for a further 3 months (subject to the agreement of the State Training Authority).

During these probationary periods, work performance will be assessed on a regular basis. At any time during the probationary period, and where there is sufficient reason, the Company may terminate the employment of an employee by giving one (1) week notice. During the probationary period, an employee may terminate their employment by providing the same notice to the Company. If an employee who is at least 18 years old does not give the period of notice required, then the employer may deduct from wages due to the employee under this agreement an amount that is no more than one week's wages for the employee.

The Company reserves the right to pay the employee for any period of notice where the Company does not require the employee to work the required notice period or where the employee fails to provide notice.

Should a dispute arise regarding the employment outcome during the probationary period, all Parties may use the dispute resolution procedure set out in **Appendix 4**.

## **2.4 STAND DOWN**

Employees will only be stood down in accordance with the provisions set out in **Appendix 1** of this Agreement.

## **2.5 TERMINATION AND RESIGNATION**

Any termination of the Training Contract, made by the Company and/or the employee, must comply with the FET Act. Notice of termination is as per the Award.

## **2.6 REDUNDANCY**

The Company will use its best endeavours to ensure that Employees covered by this Agreement are not made redundant due to normal variances in the business cycle. Prior to any decision to terminate an employee's apprenticeship or traineeship due to lack of work, the Company will seek to find an alternative placement with another Host Employer, or alternative employment with another employer. No redundancy pay will be made to the employee where a suitable alternate placement is arranged.

The Parties recognise that completion of an Employee's Training Contract will result in the termination of their employment. This is not a redundancy and no obligation exists as per this clause.

Where the Company decides it is necessary to terminate the employment of an Employee or Employees due to genuine redundancy, the Company will consult with the relevant parties and utilise the "Consultation - Workplace Change" procedure in accordance with Appendix 3 of this Agreement. Additionally the Company will give genuine consideration to future redeployment opportunities, application of approved Suspension of Training Contract arrangements (to provide for potential future redeployment opportunities), and ways to mitigate the negative effects of the decision

Where all other options have been exhausted and the Company proceeds with redundancies, and where the Employee/s subject to the redundancy have accrued CIRT during their employment due to the application of clause 1.3, the Company shall notify CIRT as soon as possible giving all relevant information about the employee/s to be made redundant and the date the redundancy will take effect.



## **PART 3 - HOURS OF WORK, OVERTIME, MEAL BREAKS**

### **3.1 HOURS OF WORK**

Employees' hours of work will be as per the Award. The Parties recognise this may be affected by the application of clause 1.3.

### **3.2 OVERTIME**

Overtime will be worked and calculated in accordance with the Award. The Parties recognise this may be affected by the application of clause 1.3.

### **3.3 MEAL AND REST BREAKS**

Employees, other than shift workers, are entitled to meal and rest breaks and meal allowances as per the Award. The Parties recognise this may be affected by the application of clause 1.3.

### **3.4 SHIFT ALLOWANCES**

Employees working shifts as defined will be entitled to the applicable allowances as per the Award.

Where the "shift work" is for a period of less than 5 consecutive days' shift penalties will not apply and overtime rates will apply instead. The Parties recognise this may be affected by the application of clause 1.3.

## **PART 4 - WAGES, ALLOWANCES AND RELATED MATTERS**

### **4.1 WAGE RATES**

From commencement of this Agreement and until 31 December 2023, wages and allowances will be calculated as per the Award as varied from time to time.

From 1 January 2024, wages shall be calculated at 3% above the applicable Award rate, as varied from time to time. For clarity, from 1 January 2024 wages shall be calculated at 3% above the prescribed 'all-purpose' Award rate to be paid to an apprentice - inclusive of the relevant Award minimum wage rate, and the prescribed Award rate relevant to apprentices for tool allowance, electrician's licence allowance and industry allowance, as amended from time to time.

The Parties recognise this may be affected by the application of clause 1.3.

### **4.2 PAYMENT OF WAGES AND PROGRESSION**

#### **4.2.1 Payment of Wages**

Wages will be paid weekly. The timely payment of wages is dependent upon the provision of accurate and detailed timesheets being submitted to the Company, signed by the Employee and an authorised Host Employer representative.

Employees are required to submit an appropriately authorised timesheet to the Company by no later

than 10am (AEST) on the day after their Pay Week ends.

Wages will be paid into a bank account nominated by the employee. It is the responsibility of the employee to provide their correct banking details directly into the Company's payroll system.

Payslips that provide details of earnings, deductions and accruals will be issued weekly, via an email address provided by the employee. Where an electronic payslip is unable to be reasonably obtained by the employee, the Company will take reasonable steps to provide a hard copy payslip promptly.

#### **4.2.2 Progression and Performance**

Progression, including for "out of trade" apprentices, starting with the Host Employer will be in accordance with the FET Act, Training Contract and relevant agreed Training Plan.

Records of on-the-job experience are used for progression of the employee's apprenticeship. Where the Company uses a profiling system and 'cards' are not up to date, progression will be delayed until all cards are submitted by the employee and verified. It is a condition of employment that employees submit their profiling cards weekly and the Parties recognise that there should never be a situation where an employee has more than 3 profiling cards outstanding.

The Company or their representative will give employees feedback about their work performance in line with Company policies, at various times during their apprenticeship verified information from Host Employers and/or Registered Training Organisations (party to the Training Contract) will be included in any feedback should it be relevant. Where the employee is not meeting required performance and or progression benchmarks, the Company may need to delay progression, subject to State Training Authority processes

### **4.3 ALLOWANCES**

#### **4.3.1 Provision of Tools**

Provision of tools will be in accordance with Appendix 5. The Parties acknowledge that the provision of tools provided for in Appendix 5 is in addition to tool allowance entitlement provided for in the Award as varied from time to time.

#### **4.3.2 Allowances and/or Entitlements for Working on Distant Worksites**

**Working away from Home** - when an employee is required to work at a distant site where return home at the end of the work day is not feasible, the Company must provide reasonable board and lodging. In the case of broken parts of a week occurring at the beginning or end of a period of distant work the allowance will be all living expenses, actually and reasonably incurred. The Company will provide all meals or a meal allowance of \$65.00 per day.

**Standard of board and lodging**-reasonable board and lodging for the purpose of this clause will mean lodging in a well-kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating in either a single room or a twin room (for one employee) if a single room is not available, with hot and cold running water.

All other allowances will be paid as per the Award. The Parties recognise this section may be affected by the application of clause 1.3.

#### **4.4 SUPERANNUATION**

In addition to the rates of pay prescribed by clauses 4.1 and 4.2, all eligible employees will be entitled to Superannuation provisions, as prescribed in this clause.

The Company will ensure that all Employees covered by this Agreement are members of an eligible superannuation fund. Where an Employee does not nominate a superannuation fund, the Company will create an account with The Trustee for Construction and Building Unions Superannuation Fund ABN 75 493 363 262 (CBUS). All superannuation contributions will be paid as required by the trust deed of CBUS Super.

The Company will pay superannuation contributions for employees engaged under this Agreement. Superannuation contributions paid will be equal to the provision of the superannuation contributions required by the Superannuation Guarantee Legislation.

All superannuation contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

The parties recognise this clause may be affected by the application of clause 1.3.

#### **4.5 INCOME PROTECTION INSURANCE**

The Company will maintain income protection insurance for Employees covered by this Agreement. The Company will maintain current coverage for the Employees until 31 December 2023. From 1 January 2024, the fund to be used in accordance with this clause will be Windsor Income Protection (WIP).

To ensure Employees covered by this Agreement maintain insurance levels appropriate for their relative income level, the Company will contribute 1.45% (+ GST) of each employee's gross weekly wage.

This premium will be locked in for 3 years and will then be reviewed by WIP in consultation with the Parties to this Agreement. Notwithstanding this, the Company will adjust premiums accordingly if required to ensure that adequate insurance is maintained for the life of this Agreement.

Premiums will continue to be paid during any absences on paid leave including Annual Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave, Bereavement Leave and any other approved unpaid absences, including any absence on workers' compensation.

Where an Employee makes a claim for income protection insurance and requires the Company to complete a part of the Employee's claim form, the Company shall complete and return the relevant part/s of the claim form to the Employee within five (5) business days.

#### **4.6 SUPPLY OF WORKWEAR**

At commencement of employment, each employee will be issued with three (3) work shirts and three (3) pairs of work pants. At the completion of the probationary period a further two (2) work shirts will be issued. Employees will be entitled to one (1) winter jacket supplied by the Company.

It is a requirement that employees wear their uniform each work day / shift, including attendance at off-the-job training. An Employee may also opt to wear their own appropriate long-sleeve high-visibility ETU shirt as a part of their uniform if they choose.

Uniforms form part of an employee's personal protective equipment (PPE) and will be replaced on a fair wear and tear basis.

The Company will supply protective footwear, hard hat, clear glasses, tinted glasses and ear plugs etc. and will replace these as necessary based on fair wear and tear.

The Company will supply replacement boots annually or if an employee chooses to buy their own boots the Company will reimburse the cost to the value of \$110.

One (1) pair of safety prescription eyewear will be provided to each employee, or a reimbursement of up to \$300 will be provided to an employee upon production of an acceptable tax receipt for the glasses. Lost glasses *will* be the responsibility of the employee to replace.

## **PART 5 - LEAVE PROVISIONS**

### **5.1 ANNUAL LEAVE**

An employee will be entitled to annual leave as per the NES. Annual leave is to be utilised and paid in line with the preserved Company policy.

Depending on business requirements, some employees may be required to utilise their annual leave entitlements during the industry shutdown over the Christmas period. If the Employee has insufficient accrued leave, they may be instructed to take leave in lieu, or they can request consideration to continue work during these shut down periods. Requests to work during the shutdown period will be considered if a placement with a Host Employer is available and will not be unreasonably withheld.

The Company may direct an employee to take annual leave if they have at least eight (8) weeks accrued (or ten (10) weeks for an employee on shift work). Where this is necessary, the Company will give the employee notice in writing that they need to take annual leave, providing at least eight (8) weeks' notice of when the leave will start. The leave has to be at least one (1) week in duration and cannot result in the employee having less than six (6) weeks accrued leave at the completion of the directed leave period.

Annual leave shall be paid at the rate of pay that the Apprentice is currently receiving at the time that an employee commences annual leave on the basis of 7.6 hours per day (based on a 38 hour week) or 7.2 hours per day (based on a 36 hour week)..

The Company will not re-locate an Employee to a Host Employer, no-host or site paying Collective Agreement base rates to avoid paying Annual leave at higher rates under Clause 1.3. For the avoidance of doubt, if an Employee is relocated to a Host Employer, no-host, or site paying Collective Agreement base rates after submitting a request for Annual leave, the Company must ensure that the relocation was made for normal operational reasons such as a project concluding.

### **5.2 PERSONAL LEAVE**

Employees personal leave entitlements are in line with the NES. Employees are required to utilise their personal leave entitlement, in line with the relevant agreed Company policy. To ensure no confusion the below applies.

#### **5.2.1 Notice of Personal Leave**

The payment of personal leave is subject to the employee promptly advising the Company of the employee's absence and its expected duration. An employee will, other than in exceptional circumstances, notify the Company and their Host Employer of their absence or their likely absence from work through illness within 2 hours of their scheduled starting time to enable a replacement to be

arranged. Employees on Shift Work will, where possible, notify the Company during company working hours.

### **5.2.2 Evidence of Personal Leave**

Employees will be required to provide evidence in the form of a medical certificate if employees have more than two (2) days off in any one instance. Statutory Declarations will also be accepted when a medical certificate was not able to be obtained in the first instance.

Employees will also be required to provide suitable evidence when a personal leave day is:

- taken immediately before or after a period of annual leave or public holiday; or
- taken immediately before or after weekends on more than one occasion in any 12 month period.

The Company may require the employee to provide suitable evidence for absences, if previously the nature, circumstance, duration or pattern of personal leave taken has resulted in disciplinary action. This could include for single day absences taken after disciplinary action was given. All supporting evidence must clearly state the employee's full capacity to return to work.

Where an employee has exhausted their personal leave entitlements, evidence is required for each personal leave occurrence until accruals to cover the full amount of personal leave accruals exists to cover any taken personal leave (unless previously approved by the Company). The Company may instruct the employee or allow the employee to utilise, annual leave entitlements when personal leave is taken by the employee and insufficient accruals exist.

If an employee suspects or believes their capacity to meet the inherent requirements of their role has changed after a period of personal leave, they are to contact the Company. Contact must be made prior to returning to work, such disclosure will minimise potential delays in the employee returning to work safely. Types of information that may be requested could include (but not limited to) treatment plans, medications and potential effects on the employee in the workplace, job role specific fitness for work assessments and or results / clearances.

Employees are to take reasonable steps to inform the Company of any medication or medical aids they are taking or using that could adversely affect their ability to safely meet the inherent requirements of their role. This is to ensure where possible a plan can be put in place to ensure any risks can be managed appropriately.

Where possible when personal leave is taken, supporting evidence or information requested by the Company is to be obtained by the treating doctor, specialist or similar. Requests for more information will only be requested when the Company has genuine reason or concern around the safe return to work of the employee.

Nothing in this clause will be taken to preclude the operation of the NES.

### **5.3 COMPASSIONATE LEAVE**

An employee is entitled to the compassionate leave provisions contained in the NES. Compassionate leave must be taken in line with the relevant agreed Company policy.

In addition to the entitlements set out above, on each occasion where the period of compassionate leave entitlement provided above is insufficient, unpaid leave will be considered by the Company on compassionate grounds in addition to the unpaid leave provided for in the NES.

### **5.4 LONG SERVICE LEAVE**

All Employees covered by this Agreement will accrue long service leave, subject to, and in

accordance with, the provisions of Chapter 2, Part 3, Sections 93-114 of the *Industrial Relations Act 2016* (Qld) (or its successor) and as amended from time to time, and as applicable, the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).

## **5.5 PARENTAL LEAVE**

An employee is entitled to the parental leave provisions contained in the NES. Parental leave must be taken in line with the relevant agreed Company policy.

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

### **5.6.1 General Principles**

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

Understanding the traumatic nature of family and/or domestic violence the Company will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

### **5.6.2 Definition of Family and/or Domestic Violence**

For the purpose of this Agreement, the definition of family and/or domestic violence is as set out in the *Domestic and Family Violence Protection Act 2012* (Qld) and includes any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former) and which includes behaviour that:

- (a) is physically or sexually abusive; or
- (b) is emotionally or psychologically abusive; or
- (c) is economically abusive; or
- (d) is threatening; or
- (e) is coercive; or
- (f) 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
- (g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

### **5.6.3 Family and/or Domestic Violence Leave**

- a) An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to ten (10) days per year of paid family and/or domestic violence leave for the purpose of:
  - (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.
- b) 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, in accordance with the NES 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.
- c) 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) Upon exhaustion of the leave entitlement in clause 5.6.3 a), employees will be entitled to up to two (2) days unpaid family and/or domestic violence leave on each occasion.
- e) Where the NES provide for a greater family and/or domestic violence leave entitlement, the NES shall apply.
- f) This clause does not limit the amount of paid domestic and/or family violence leave the Company may provide to an Employee, at its discretion.

#### **5.6.4 Notice and Evidentiary Requirements**

- a) The employee will give the Company notice as soon as reasonably practicable of their request to take leave under this clause.
- b) If required by the Company, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 5.6.3. 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.
- c) The Company must ensure that any personal information provided by the employee to the Company 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.

#### **5.6.5 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 Company will approve any reasonable request from an employee subjected to family and/or domestic violence for:

- (a) changes to their span of hours or pattern or hours and/or shift patterns;
- (b) job redesign or changes to duties but within the requirements of the training contract;
- (c) relocation to suitable employment within the Company;
- (d) a change to their telephone number or email address to avoid harassing contact; or



- (e) any other appropriate measure including those available under *existing* provisions for family friendly and flexible work arrangements.

## **5.7 PUBLIC HOLIDAYS**

Entitlement to public holidays is in accordance with the NES and the Award.

All employees covered by this Agreement will be entitled to be paid a full days wage for May Day (the first Monday in May or other date appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on May Day, such employee will be paid a full days wage for that day and in addition, a payment for the time actually worked by them at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

## **5.8 LEAVE WITHOUT PAY**

To ensure proper progression of the apprenticeship, leave without pay will only be granted in exceptional circumstances and will generally *involve* suspension of the training contract (subject to the requirements of the State Training Authority) during the period of unpaid leave. In addition to all other types of leave set out in this Agreement, employees are entitled to take a period of leave without pay, or unpaid leave. Under no circumstances will a period of leave without pay be accepted without prior approval by the Company. No periods of leave without pay will be of a duration shorter than 4 consecutive weeks at any one time. Requests for such leave will not be unreasonably refused.

## **5.9 ALL OTHER LEAVE**

Employees are entitled to all other leave provisions contained within the NES and the Award and requests to utilise these entitlements are to be made in line with the Company's agreed relevant policy.

## **PART 6 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING**

### **6.1 WORKPLACE HEALTH AND SAFETY**

The Company and the employees, agree that a safe and secure workplace is important and the Company and the employee will comply with all Work Health & Safety legislation. All employees will take all practicable steps to ensure their own safety while at work, and to ensure that no action or inaction by them while at work causes harm to any other person. All employees will ensure safety procedures are followed at all times.

Employees are to use the safety and protective equipment or clothing provided. They must familiarise themselves with the workplace health and safety rules and procedures of the Company and/or Host Employer. They will not misuse any equipment, plant or process that is provided to ensure workplace health and safety. Non-compliance will result in disciplinary action being taken.

All accidents, incidents or hazards arising during the course of employment must be reported to the internal WorkCover administrator as soon as possible. If any employee has any concerns in relation to safety or the safety of others in the company and/or workplace, they are to report them to the Company who will take all practicable steps to ensure the provision of a safe work environment.

## **6.2 UNION DELEGATE'S RIGHTS**

A Union Delegate will have the right to:

- be treated fairly and to perform their role as Union Delegate without any discrimination in their employment;
- formal recognition by the Company that endorsed Union Delegates speak on behalf of Union members in the workplace;
- bargain collectively on behalf of those they represent;
- consultation, and access to reasonable information about the workplace and the business;
- the Company will make available a prominently placed notice board for the Union/Union Delegate to post information for members. All media that is posted on this notice board must comply with applicable legislation pertaining to such material in workplaces
- take reasonable leave to attend Delegate training

## **6.3 UNION TRAINING LEAVE**

An employee appointed or elected as Union Delegate will, upon application in writing to the Company, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses or conferences. Such courses will be designed and structured with the objective of promoting good industrial relations within their industry. Consultation may take place between the parties in the furtherance of this objective.

The application for leave will be given to the Company in advance of the date of commencement of the course. The application for leave will contain the following details:

- a) The name of the employee seeking the leave;
- b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
- c) A general description of the content and structure of the course and the location where the course is to be conducted.

The Company will advise the employee within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

The time of taking leave will be arranged so as to minimize any adverse effect on the Company's operations. The onus will rest with the Company to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.

The Company will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence.

Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with an employee's RDO or with any concessional leave.

An employee on request by the Company will provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof, the Company may deduct any amount already paid

for attendance from the next week's pay or from any other moneys due to the employee.

Where an employee is unable to attend during a period when leave pursuant to this clause has been granted, proof of attendance at the course is not required for the agreed period of Union training leave. The employee is required to utilise the relevant leave entitlements in line with the agreed Company policy.

Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.

#### **6.4 FIRST NATIONS EMPLOYMENT AND RECOGNITION**

The Company recognises that a supportive working environment for Aboriginal and/or Torres Strait Islander People requires the redress of racism, social injustice, exploitation and employment inequity.

Reflecting the Parties' commitment to the principles of Aboriginal and/or Torres Strait Islander self-determination, social and restorative justice, and cultural affirmation, the Company will:

- (a) Through consultation, ensure access to leave for Aboriginal and/or Torres Strait Islander Employees for participation in cultural and ceremonial activities;
- (b) Ensure increasing First Nations employment targets through consultation with local First Nations communities and the Union;
- (c) Ensure active skill and career development and support for Aboriginal and/or Torres Strait Islander Employees.

#### **6.5 WOMEN IN CONSTRUCTION**

It is recognised that the Electrical and Communications Contracting industry needs to employ more women and the Company with the assistance of the Union shall implement measures to redress this during the operation of this Agreement. Such measures will be implemented that will encourage and assist women to seek and maintain employment in the Electrical and Communications Contracting industry.

Where women are employed onsite, separate amenities will be provided. These amenities shall meet the standard of the 'Managing the Work Environment and Facilities' Code of Practice 2021 or its successor.

To assist in implementing and managing the above measures, the Company, in consultation with Employees and the Union, will form a 'Women's Committee' to be made up of Women Apprentice Employees covered by this Agreement. The Committee will meet at a minimum quarterly.

#### **6.6 FITNESS FOR WORK POLICY**

Such a policy will only be introduced by mutual agreement between the Parties and will be based on the following principles:

- a) Encouraging a culture of self-declaration without penalty if done so in good faith and prior to attendance at the workplace;
- b) Provision of support to those who are diagnosed as having a dependence on drugs and/or alcohol;

- c) Provision of support to those who may be required to take prescription medication that could affect their ability to undertake their role safely.

Any alcohol and other drug testing program developed in accordance with this clause will not use blood and/or urine testing except where this is a mandatory requirement under the Host Employer's policy. Where this is the case and an Apprentice self-declares, they will be placed with another Host Employer as soon as possible, provided they are not subject to workplace impairment as verified by a swab test.

## SIGNATURES OF THE PARTIES

Signatures for and on behalf of the individual parties confirming the Agreement:

**FOR: NECA {ECA Training PTY LTD T/A NECA Electrical Apprenticeships) (ABN 13 002 794 318)**

Address: Suite 1.5 Ian Barclay Bldg, 460-492 Beaudesert Road, Salisbury QLD 4107

Authorised Representative Name: \_\_\_\_\_

Authorised Representative Signature: \_\_\_\_\_

Authorised Representative Position: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Position: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR: Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia {CEPU} {Electrical Division)**

Address: 41 Peel St. South Brisbane QLD 4101

Authorised Representative Name: \_\_\_\_\_

Authorised Representative Signature: \_\_\_\_\_

Authorised Representative Position: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Position: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX 1 - DOWN TIME/STAND DOWN**

### **PURPOSE**

To carry out the process of Down Time and Temporary Stand Down. The Parties agree that this process will only be used when all other options have been exhausted.

### **SCOPE**

This Appendix 1 applies to all apprentices and trainees employed by NECA that are covered by this Agreement.

#### **1. DEFINITIONS**

- 1.1 No Host** - the status of an apprentice/trainee whereby they are available for work, but are not placed with a Host Employer - to be paid Collective Agreement base rates. During this period the apprentice must hold themselves ready to start work. They must be contactable and follow any reasonable direction of the Company. Failure to do so may result in disciplinary action including termination of employment.
- 1.2 Down Time** - the initial five (5) day period of the Temporary Stand Down process, initiated when reasonable attempts to notify apprentice/trainee of NECA's intent to place on Temporary Stand Down. Apprentice/trainee to be paid base rates, as per standard No Host arrangements. The five (5) days must be consecutive days. Public Holidays can be included in the consecutive days.
- 1.3 Temporary Stand Down** - the unpaid thirty (30) day period of the Temporary Stand Down process. Apprentice/trainee can only enter Temporary Stand Down once per year level of their apprenticeship.
- 1.4 Unpaid Leave** - authorised leave of an apprentice/trainee whereby they are not available for work, and are not on WorkCover or Income Protection, are not in the Temporary Stand Down process, and are not taking paid leave
- 1.5 One Cycle** - refers to the Down Time and Temporary Stand Down Process as a whole. Defined as an apprentice who has been paid five days Down Time AND undertaken one or more days of Temporary Stand Down

#### **2. PROCESS**

##### **2.1 Initial return from Host Employer**

The Company is notified by the Host Employer of apprentice being returned; Field Officer/s to be notified of apprentice return and to make all reasonable efforts to secure a new Host Employer for the apprentice.

## **2.2 Before an apprentice commences Down Time**

Alternatives prior to Down Time & Temporary Stand Down include:

- New Host Employer
- College/TAFE (off-the-job training)
- Annual Leave
- RDO

If the apprentice has already been through one cycle of the Down Time & Temporary Stand Down process in their year level, then the apprentice must be paid No Host base rates (workshop/service rate) until one of the above options becomes feasible. If the apprentice has not been through one cycle of the Down Time and Temporary Stand Down process, and none of the above options are feasible or available, then proceed to the next step of the process.

**Note:** Disciplinary issues are not grounds for an apprentice to enter this process, if there are disciplinary or performance issues, then consult relevant NECA disciplinary procedures and the dispute resolution clause of this agreement.

## **2.3 Once NECA has made all reasonable attempts to place/rotate apprentice**

If an apprentice/trainee cannot be placed with a Host Employer or placed into training under the training plan and the apprentice/trainee does not elect to take any available annual leave, they will enter the Down Time phase. Prior to entry into Down Time the apprentice may be directed to take any RDO's that are available. This will only apply if there are sufficient RDO hours accrued to equal a full day of leave. The decision to begin Down Time will be determined by the relevant NECA staff members. On the first day of Down Time an apprentice/trainee will be considered a potential candidate for Temporary Stand Down.

**Note:** There is 'no limit' on the amount of times an apprentice can enter the paid Down Time phase.

When the decision has been determined to place an apprentice on Down Time, NECA must notify the potential candidate for Temporary Stand Down in writing.

NECA will then enter the apprentice details on the Down Time and Temporary Stand Down Register (name, host placement attempts, scheduled TAFE bookings, possible accelerated TAFE bookings, available leave, additional training opportunities, first day on Down Time and initials of staff member authorising Down Time).

## **2.4 Notifying apprentice/trainee of potential Temporary Stand Down**

On the first day of Down Time the apprentice will be contacted and advised of NECA's intent to apply for Temporary Stand Down due to the unavailability of work and training. The apprentice will be issued a letter. Ideally, this letter is to be issued during the face-to-face meeting with the apprentice, however if not possible then the letter is to be mailed/emailed to the apprentice.

If the apprentice has previously been on stand down the Electrical Trades Union will need to be notified by e-mail. Upon request, documentation of steps taken to place the apprentice will be made available.

**Note:** The five days paid Down Time period commences when the apprentice is advised that they are

entering the Down Time period and are being considered for Temporary Stand Down, either verbally, in writing or by other means. If contact cannot be made with an apprentice to notify of NECA's intent after two days then disciplinary action may be taken. In this instance the first day of paid Down Time commences from the first attempt made to contact apprentice/trainee.

The apprentice will be informed that if Temporary Stand Down is to proceed they will be requested to attend a meeting by the fifth day with NECA representatives, to discuss the situation further and complete the Temporary Stand Down application. At this point the apprentice will be advised they have the right to contact their union.

## **2.5 Meeting with apprentice/trainee**

By the fifth day of Down Time the apprentice/trainee will meet with an NECA representative who will explain why this action is to be undertaken, explain the process of Temporary Stand Down and to complete the application form. Apprentice/trainee will be advised again that they have the right to contact their union. If an apprentice/trainee is under 18 then a parent or guardian **must** be present. Where the apprentice/trainee is located regionally and cannot meet with two NECA representatives in person then the meeting will be conducted via teleconference with an NECA representative present.

Applications for Temporary Stand Down are to be signed by an authorised representative for NECA.

## **2.6 Monitoring Down Time & Temporary Stand Down Register**

Down Time & Temporary Stand Down Register, and Whiteboard to be monitored by Management, Field Officers and all other NECA staff.

Throughout this process the whiteboard is to be updated by the Operations Assistant to reflect the status of the apprentice.

## **2.7 Completion of Temporary Stand Down**

An apprentice/trainee may complete their Temporary Stand Down period as per the conditions above, or they may complete their Temporary Stand Down early if a placement or college booking becomes available.

Upon the apprentice's completion of Temporary Stand Down, Any relevant changes to the apprentices' circumstances, especially in the case of a placement must be noted on the *Down Time and Temporary Stand Down register*, and the Database and Whiteboard must also be updated to reflect such changes (follow SOP for Placements).



## **APPENDIX 2 - FLEXIBILITY CLAUSE**

1. An employee and the Company may agree to an arrangement (Individual Flexibility Arrangement) varying the effect of certain terms of this Agreement in relation the employee and the Company, in order to meet the genuine needs of the employee and Company.
2. The terms that may be varied are:
  - a) Parental leave. (For example, the Company and the employee may agree that the maximum period of unpaid parental leave be increased);
  - b) Hours of Work.
3. Any Individual Flexibility Arrangement agreed to under this enterprise Agreement must be genuinely agreed to by the Company and the employee.
4. The Company must not exert undue influence or undue pressure on an employee in relation to the making of an Individual Flexibility Arrangement.
5. Where the Company seeks to enter into an Individual Flexibility Arrangement, the Company must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Company must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
6. The Company must ensure that any Individual Flexibility Arrangement agreed to under this enterprise Agreement must:
  - 6.1 be about matters that would be permitted matters if the Individual Flexibility Arrangement were an enterprise Agreement;
  - 6.2 not include a term that would be an unlawful term if the arrangement were an enterprise Agreement;
  - 6.3 result in the employee being better off overall than the employee would have been if no Individual Flexibility Arrangement were agreed to;
  - 6.4 must not result in a reduction in health and safety at work;
  - 6.5 be in writing and signed:
    - 6.5.1 in all cases - by the employee and the Company;
    - 6.5.2 if the employee is under 18 - by a parent or guardian of the employee;
  - 6.6 name the parties to the Individual Flexibility Arrangement;
  - 6.7 state each term of this Agreement that the Company and the employee have agreed to vary the effect of;
  - 6.8 detail how the effect of each term has been varied by the Individual Flexibility Arrangement;
  - 6.9 detail how the Individual Flexibility Arrangement results in the employee being better off overall in relation to the employee's terms and conditions of employment;
  - 6.10 state the date the Individual Flexibility Arrangement commences to operate;
  - 6.11 be able to be terminated:
    - 6.11.1 by either the employee, or the Company, giving written notice of not more than

28 days; or

6.11.2 by the employee and the Company at any time if they agree, in writing, to the termination.

7. The Company must ensure that a copy of any Individual Flexibility Arrangement agreed to under this Agreement is given to the employee within 14 days after it is agreed to.
8. A copy of any Individual Flexibility Arrangement agreed to under this Agreement must be kept as a time and wages record.
9. No Individual Flexibility Arrangement agreed under this Agreement may operate retrospectively.
10. The Company will provide an employee representative with details of any or all Individual Flexibility Arrangements agreed to in accordance with the provisions of this Appendix 2 if reasonably requested to do so. A request will be reasonable if the request relates to the employee representative's role in representing employees covered by the Agreement.
11. Any information provided in response to such a request must not breach the provisions of the *Privacy Act 1988* or the *Fair Work Act 2009*.
12. For the avoidance of doubt, except in relation to clause 6.5.2 which relates to signing arrangements concerning parents or guardians of employees who are less than 18, nothing in this Agreement requires any individual flexibility arrangement agreed to by the Company and employee under this Agreement to be approved, or consented to, by another person.

## **APPENDIX 3 - CONSULTATION - WORKPLACE CHANGE**

### **Model Consultation Term**

1. This term applies if the Company:

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

### **Major change**

2. For a major change referred to in paragraph (1)(a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) sub-clauses (3) to (8) apply.

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

3. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

4. As soon as practicable after making its decision, the Company must:

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

5. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

6. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
7. 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 Company, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
8. In this term, a major change is **likely to have a significant effect on employees** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

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

9. For a change referred to in paragraph (1)(b):
  - (a) the Company must notify the relevant employees of the proposed change; and
  - (b) sub-clauses (10) to (15) apply.

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

10. If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
11. As soon as practicable after proposing to introduce the change, the Company must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion--provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

12. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
13. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
14. In this term "**relevant employees**" means the employees who may be affected by a change referred to in subclause (1).

#### **APPENDIX 4 - DISPUTE RESOLUTION PROCEDURE**

1. If a dispute arises about any matter under this Agreement, the NES or in relation to any other employment matter, including a dispute about whether a workplace right has been breached, the relevant parties to the dispute will attempt to resolve the dispute at the workplace level. Where such discussions do not resolve the dispute the relevant parties will attempt to resolve the dispute by further discussions with more senior levels of management.
2. An employee may choose to be represented in any such discussions in accordance with the terms of this Appendix 4.
3. A party to the dispute may refer the dispute to the Fair Work Commission (FWC) in an effort to resolve the dispute where:
  - a. The dispute cannot be resolved at the workplace level; or
  - b. The dispute is not being progressed in a timely manner; or
  - c. There are aspects in relation to the dispute what require the dispute to be dealt with urgently; or
  - d. Either party to the dispute chooses to refer the matter to the FWC.
4. FWC may deal with the dispute using all the procedures available to it under the FW Act including:
  - a. Conciliation; or
  - b. Mediation; or,
  - c. where the parties agree, by the issuing of a recommendation; or
  - d. the expression of an opinion.
5. If, after following the above procedure the matter remains unresolved, the FWC may settle the dispute by arbitration.
6. Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue directly affecting the performance of the work.
7. The status quo shall be maintained whilst the above procedure is being followed. Status Quo shall mean the circumstances that prevailed immediately prior to any change that caused the dispute.

**APPENDIX 5 - TOOL ALLOWANCE/PROVISION OF TOOLS**

The Company will provide to each apprentice tools to the value of \$450 for each year of their apprenticeship. The tools will be provided to all apprentices who progress between years after the commencement of this Agreement. The tools will be provided within three months of progression to a new apprentice year.

An apprentice may choose for tools to be provided from a list of tools agreed to by the parties.

Where an apprentice has purchased their own tools, and it is agreed between the Company and the apprentice that those tools are relevant to the work performed by the apprentice, the Company will, on production of the relevant receipts, reimburse the apprentice up to a value of \$450 per year.

In the event that an Apprentice either resigns or is terminated as per the terms of this agreement prior to the completion of their three (3) or six (6) month probationary period, the apprentice will either return all tools provided by the Company or pay the Company back the purchase value of the tools provided by the Company up to a maximum of \$450. The relevant amount may be deducted from the employee's final pay.

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