

## Employment Contract

### Schedule

Name of Employee:

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### Checklist:

All documents must be fully executed and returned to **enable MPA to pay you**

- Employment Contract
- Training Contract
- Employee Personal Information Form
- Tax File Number Declaration
- Super Choice Form or Superannuation Application Form
- Induction Checklist
- OHS Induction Checklist
- PPE Form

### Parties

Master Plumbers' and Mechanical Services Association of Australia (MPA)

AND

### The person named in the Schedule (Employee)

### Operative Clauses

#### 1. Definitions

In this agreement:

**Award** means an employment instrument prescribed by the law governing the minimum conditions of employment of an Employee. In relation to plumbing apprenticeships it is the [Plumbing and Fire Sprinklers Award MA000036](#); and in relation to a refrigeration apprenticeship is the [Electrical, Electronic and Communications Contracting Award MA000025](#);

**Commencement Date** means the commencement date of the Apprenticeship that is provided in the Training Contract;

**Employment** means the employment of the Employee by MPA under this agreement as an apprentice or trainee;

**Host Employer** means a client of MPA at which an Employee is placed to perform work;

**Host Employer Site Rate** means the rate of pay that applies to the site or workplace of a Host Employer;

**Month** means a calendar month;

**MPA EBA** means any Enterprise Bargaining Agreement entered into between the Master Plumbers and Mechanical Services Association and the Communications, Electrical, Electronic, Energy, Information Postal Plumbing and Allied Services Union of Australia and applying in the State of Queensland to plumbing apprentices employed by MPA;

**Proficient** means that you are demonstrating in the workplace a level of routine ability so as to no longer require employment under a supervised training arrangement. Proficiency has a corresponding meaning;

**Registered Training Organisation** means the organisation engaged by MPA to deliver the nationally accredited training and as initially described on the Training Contract which may be varied by MPA from time to time;

**Training Contract Obligations** means the obligations provided for in the Training Contract;

**Training Plan** means the document agreed between the Registered Training Organisation, the Employee and MPA and which details the training required to be undertaken by the Employee to give effect to the Training Contract;

**State Training Authority** means the Australian Government Department or Authority in the relevant State that is charged with the responsibility for regulating a Training Contract pursuant to the State Training Legislation;

**State Training Legislation** means the [Further Education and Training Act 2014](#);

**Training Contract** means the Apprenticeship Training Contract in the format as prescribed by the Australian Government from time to time and which contains details pertaining to an applicable traineeship or apprenticeship;

**Workers Compensation Legislation** means the legislation applicable to the Employee in the State in which the Training Contract is registered.

## 2. Appointment

MPA employs the Employee on the terms in this agreement.

## 3. Start

The Employment starts on the Commencement Date.

## 4. Probationary Period

The Employment is subject to a probationary period specified in the Training Contract. This may be extended by MPA in accordance with the Fair Work Act 2009 and the State Training Legislation.

## 5. Fixed Term

The Employment terminates on either of the following:

- a) If the apprenticeship is successfully completed. The successful completion of the apprenticeship is subject to:
  - i. MPA in conjunction with MPA's host employer(s) signing off on all elements of your training to ensure you are competent and proficient in performing work as a future registered plumber under the requirements of the [Queensland Building and Construction Commission Act 1991](#); and
  - ii. MPA and the Registered Training Organisation both signing off that the formal requirements of the apprenticeship training have been completed.If there are separate dates provided, the latter of the dates is the date on which your apprenticeship is completed in accordance with the requirements of the Training Contract.
- b) If the apprenticeship is not successfully completed and the Employment is terminated by MPA-
  - i. with notice pursuant to the National Employment Standards on the date that MPA has applied for a cancellation of the Training Contract or the date on which the State Training Authority has authorized the cancellation, whichever is earlier and is allowed by the State Training Legislation; or
  - ii. without notice if terminated in accordance with clause 15; or
- c) If the Employment is terminated by the Employee
  - i. on the date of the breach of your obligations under the Training Contract; or
  - ii. any other date set by MPA or the State Training Authority;

the Employee is not entitled to be paid for any period following the breach while the cancellation of the training contract is being processed.

## 6. Role

The Employee is employed for the period of their apprenticeship as described in the Training Contract or any amendment to that document as mutually agreed between the parties from time to time.

## 7. General duties

7.1 The Employee must:

- a) perform the duties as directed by MPA and the Host Employer, as consistent with the requirements of the Contract of Training;

- b) comply with the policies and procedures of MPA and the Host Employer;
- c) attend any meetings, interviews and placements as directed by MPA;
- d) diligently complete the training offered by the Registered Training Organisation; and
- e) provide disclosure to the MPA of any issue arising that may reasonably interfere with the ability to perform the duties to the satisfaction of MPA and the Host Employer. Examples include but are not limited to loss of license, criminal charges and injuries, failure to maintain a Working with Children Check or other issues that may impact upon the ability to perform the essential requirements of the role.

#### 7.2 MPA must:

- a) comply with the Training Contract Obligations;
- b) discharge all its obligations in accordance with the law to the Employee;
- c) use its best efforts to source Host Employers for the Employee; and
- d) comply with its policies and procedures in relation to service standards, access and equity, code of conduct, grievance procedures and all other policies and procedures as publicly displayed on <https://plumber.com.au>

### 8. Directions

The Employee must comply with:

- a) all lawful directions of MPA and the Host Employer;
- b) all procedural manuals and office manuals of MPA and the Host Employer including the MPA Employee Handbook as amended from time to time and published on our website <https://plumber.com.au/training-development/become-an-apprentice-with-pay>

### 9. Time and Attention

During the Employment, the Employee must devote to their duties all of their time and attention during work hours, except leave allowed by this agreement.

### 10. Hours of Work

The Employee must work the hours as directed by MPA and the Host Employer which may change from time to time, save that, pursuant to clause 15.7 of the Award, an Employee under the age of 18 cannot be compelled to work overtime unless they so desire.

### 11. Attendance at Registered Training Organisation & Payment of Fees

- a) The Employee must attend and complete the formal training as directed by MPA and the Registered Training Organisation in accordance with the agreed Training Plan and must:
  - I. use best efforts to complete the requirements of the Registered Training Organisation within the time frames communicated from time to time;
  - II. notify MPA and their trainer in the event of any absence or difficulty
- b) The Employee must pay all attendance and associated fees to the Registered Training Organisation. MPA will reimburse the Employee in the accordance with clause 15.11 of the Award.

### 12. Attendance at work with a Host Employer

The Employee must attend any reasonable placement offered by MPA with a Host Employer in order to receive on the job training in accordance with the Training Contract and must:

- a) use best efforts to complete the requirements of the work provided by the Host Employer;
- b) notify MPA and their Host Employer in the event of any absence or difficulty.

### 13. Change of Host Employers

13.1 At MPA's absolute discretion, the Employee may be directed to attend a work placement with one or more Host Employers. A change of Host Employer may result in the take home pay provided to the Employee being changed in accordance with the terms of this agreement.

13.2 From time to time, MPA may request that the Employee assist MPA in finding a placement with a suitable Host Employer. The Employee agrees to use best efforts to assist MPA in securing a work placement when directed to do so.

### 14. Return from Host Employer to MPA

From time to time an Employee may be returned to MPA and cease working at a Host Employer. In these circumstances:

14.1 the return by the Host Employer does not constitute a termination of employment within the meaning of [Part 3-2](#) of the Fair Work Act 2009; and

14.2 MPA will investigate the reasons for the return and seek to do one or more of the following:

- a) Mentor, support and coach the Employee;
- b) Counsel or discipline the Employee;
- c) Seek an alternative Host Employer for the Employee;
- d) Place the employee on leave in accordance with clause 22. Management of Lack of Availability of Work;
- e) Suspend the Training Contract in accordance with clauses 23. Agreement to Take Leave, and 24. Suspension of the Training Contract.

## 15. Serious Misconduct

15.1 Where it is alleged that an Employee engages in conduct that constitutes serious misconduct within the meaning of [Regulation 1.07](#) of the Fair Work Regulations 2009, MPA will:

- a) require the Employee to take leave pursuant to clause 23. Agreement to Take Leave; and
- b) investigate the circumstances surrounding the alleged breach.

15.2 Once the investigation is conducted, MPA may:

- a) seek a suspension of the Training Contract (clause 24. Suspension of the Training Contract applies); or
- b) seek a cancellation of the Training Contract (clause 5. Fixed Term (b)b applies); or <sup>[17]</sup><sub>[SEP]</sub>
- c) seek to find an alternative placement with a new Host Employer (and clause 14. Return from Host Employer to MPA applies).

MPA and the Employee agree to refer any dispute to the State Training Authority for review.

## 16. Personal Appearance

The Employee must:

- a) look suitable for his/her position;
- b) project a favourable image for MPA;
- c) be courteous, efficient and reliable with persons with whom the Employee deals in the course of the Employment; and

in the event of any complaint or suggestion made by the Host Employer and deemed reasonable by MPA, the Employee must make such changes as are required to give effect to the requirements of this clause 16. Personal Appearance.

## 17. Outside Interests

During the Employment, the Employee must not directly or indirectly:

- a) engage in any outside activity (including employment, profession, trade, business);
- b) have an interest in any business or company;

which could, in MPA's reasonable opinion, conflict with or impede the ability to conduct the Employee's duties.

## 18. Indentured Employment

The Employee understands and accepts that the Employment is Indentured with MPA for the duration of the Training Contract, it is legally binding in accordance with the Training Contract Obligations and the State Training Legislation.

In the exceptional circumstance that a suitable Host Employer cannot be found, MPA will, where possible, facilitate the transfer of the Employee's Training Contract to another legal employer to enable the continuity of the Employee's training and apprenticeship.

MPA reserves its right to refuse the cancellation of a Training Contract where an Employee seeks to leave the Employment during the Training Contract and refer any dispute to the State Training Authority.

## 19. Remuneration package

19.1 MPA must pay the Employee in accordance with the minimum rate of pay specified as the Award or the MPA EBA as specified in the Training Contract or later amended by notice in writing. A Wages and Conditions Infosheet is provided to all

Employees at Employment and re-issued from time to time.

19.2 During the Employment, the Host Employer may change. Where this occurs, MPA must pay the Employee the minimum rate of pay applicable to the work undertaken by the Employee as applicable to the Host Employer. The rates of pay may be governed by:

- a) the Award; or
- b) the MPA EBA; or
- c) a Host Employer Site Rate.<sup>[1]</sup><sub>[SEP]</sub>

19.3 An Employee must not refuse to attend work with a Host Employer on the basis that the rate of pay changes.

19.4 In addition to the payments described above, MPA must provide to the Employee:

- a) superannuation payments;
- b) any other components that the Host Employer or MPA wishes to pay the Employee;
- c) any other statutory entitlements required to be paid by law or by the Host Employer Site Rate.

## 20. Leave

20.1 The Employee is entitled to leave:

- a) pursuant to the Fair Work Act 2009 and the National Employment Standards; or
- b) an additional amount required under the Award, the MPA EBA or Host Employer Site Rate

whichever is more generous.

## 21. Rostered Days Off (RDO) & Award Flexibility

21.1 MPA will accrue RDOs in accordance with the Award or MPA EBA on behalf of the Employee, whichever is more generous.

21.2 The Employee agrees to use best endeavours to take RDOs as and when they fall due, or utilise them whenever possible.

## 22. Management of Lack of Availability of Work

22.1 From time to time, MPA may be in a position where there is a lack of availability of work with a suitable Host Employer pursuant to clause 14. Return from Host Employer to MPA. In these circumstances:

- a) The payment of downtime may apply in accordance with the Employer's policy where the Employee attends at the office address and conducts activities pursuant to clause 13.2; or
- b) The Employer will require the Employee to attend formal training the subject of the Training Contract; or
- c) The Employer may reduce the time of employment and the corresponding value of wages in the period and clause 22.2 applies.

22.2 Where clause 22.1(c) applies, MPA seeks to mitigate the financial impact on Employees by ensuring that accrued entitlements are used. The Employee agrees to use accrued Rostered Days Off and/or Annual Leave pursuant to section 88(1) of the Fair Work Act 2009.

## 23. Agreement to Take Leave

23.1 During the course of the Employment, one or more of the following circumstances may occur:

- a) the Employee may be stood down during an investigation under clause 15. Serious Misconduct; and/or
- b) MPA is managing the lack of availability of suitable work with a Host Employer in accordance with clause 22. Management of Lack of Availability of Work; or
- c) the Training Contract is or will be suspended in accordance with clause 24. Suspension of the Training Contract;

In the aforementioned circumstances the Employee agrees to use accrued Rostered Days Off and/or Annual Leave pursuant to section 88(1) of the Fair Work Act 2009.

23.2 Where the Host Employer shuts down the business, part of the business, or a site where the Employee works during all or part of a period in conjunction with the Easter, Christmas/New Year holidays, the Employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued.

#### 24. Suspension of the Training Contract

From time to time and in accordance with the State Training Legislation, the Training Contract may be suspended by the State Training Authority pursuant to [section 30](#) of the Further Education and Training Act 2014. If the Employee's entitlements are exhausted pursuant to clause 23, for the purposes of the Fair Work Act 2009, the Employee agrees to take unpaid leave for any hours reduced from the date on which they are notified of the suspension taking effect until the Training Contract is either reinstated or terminated.

#### 25. Safety and Care

MPA is the Employer pursuant to the Workers Compensation Legislation. In the event of any incident, injury or near miss, the Employee must notify MPA as soon as reasonably practicable and follow all procedures relating to OHS and Workers Compensation.

#### 26. Amendment

This agreement may only be amended in writing signed by the parties.

#### 27. No waiver

A party may only waive a breach of this agreement in writing signed by that party or its authorized representative.

A waiver is limited to the instance referred to in the written document (or if no instance is referred to in the written document, to past breaches).

#### 28. Notice

Notice may be given to a person in writing, electronically or verbally and supported by the relevant forms required by the State Training Legislation

- a) personally;
- b) by transmitting electronically via email to the last known email address held on file and without bounce back occurring;
- c) by leaving it at the person's address last notified;
- d) by sending it to the person's address last notified.

Notice is deemed to be received by a person:

- a) when left at the person's address;
- b) if sent electronically, when the email has left the MPA servers and has not bounced back;
- c) if sent by mail, on the second Business Day after posting.

#### 29. Hierarchy of Instruments

The Employment is conditional upon a Training Contract remaining on foot. As such, in the event of any dispute or inconsistency, the following shall be the order of precedence:

- . 1) The Training Contract; and
- . 2) This agreement.

**30. Disputes**

MPA and the Employee agree that any disputes pertaining to the employment pursuant to a Training Contract shall first be referred to the State Training Authority.

**31. Severability**

If anything in this agreement is unenforceable, illegal or void then it is severed and the rest of this agreement remains in force.

**32. Governing Law**

This agreement is governed by the State in which the Training Contract is registered.

**Execution**

Executed by MPA by its authorised representative

.....(signature) .....(name)<sup>[1]</sup><sub>SEP</sub>

I acknowledge that I have received the following and accept this offer of employment:

- Wages and Conditions Information Sheet
- MPA Employee Handbook
- Information as to where to find of all MPA Policies and Procedures on [plumber.com.au/paq](http://plumber.com.au/paq)
- Fair Work Information Statement

Executed by the Employee

.....(signature) .....(name)<sup>[1]</sup><sub>SEP</sub>

Executed by the parent/guardian (if the apprentice/trainee is under 18 years of age)

.....(signature) .....(name)

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