

Contract of Employment

Name of Employee:

Checklist:

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

- ✓ Online Information Pack
 - Personal Information
 - General Information
 - Work History
 - PPE Requirements
 - Working With Children Check
 - Aptitude Test
 - Documents
 - Tickets and Licences
 - Medical Information
 - Signed Declarations
- ✓ Online Payroll Pack
 - Employment Contract
 - Tax File Number Declaration
 - Super Choice Form
 - Authority to Disclose Information (TAFE/CEPUTEC)
- ✓ Induction Checklist
- ✓ OHS Induction Checklist
- ✓ Training Contract

Parties

Master Plumbers' and Mechanical Services Association of Australia trading as Plumbing Apprenticeships Victoria ("PAV")

AND

The person named in the Schedule (Employee)

Operative Clauses

1. Definitions

In this agreement:

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

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

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

Month means a calendar month;

PAV EBA means the Plumbing Apprenticeships Victoria and CEPU – Plumbing Division (Vic) Group Training Enterprise Agreement 2021;

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 PAV to deliver the nationally accredited training and as initially described on the Training Contract which may be varied by PAV 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 PAV 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 [Education and Training Reform Act Vic 2006](#);

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

PAV employs the Employee on the terms in this Agreement and the [PAV EBA](#).

3. Start

The Employment starts on the Commencement Date.

4. Probationary Period

The Employment is subject to a probationary period as prescribed in clause 15 of the PAV EBA.

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. PAV in conjunction with PAV'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 [Building Act Vic 1993](#); and
 - ii. PAV 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 PAV-
 - i. with notice pursuant to clause 22 of the PAV EBA on the date that PAV 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 22.5 of the PAV EBA.
- 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 PAV 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 PAV and the Host Employer, as consistent with the requirements of the Contract of Training;
- b) comply with the policies and procedures of PAV and the Host Employer;
- c) maintain a driver's licence and vehicle to enable transport to and from work;

- d) attend any meetings, interviews and placements as directed by PAV;
- e) diligently complete the training offered by the Registered Training Organisation; and
- f) provide disclosure to the PAV of any issue arising that may reasonably interfere with the ability to perform the duties to the satisfaction of PAV 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 PAV 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 PAV and the Host Employer;
- b) the apprentice obligations contained in the PAV EBA;
- c) all procedural manuals and office manuals of PAV and the Host Employer as amended from time to time and published on our website plumber.com.au

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 PAV and/or the Host Employer which may change from time to time and which are provided in the PAV EBA.

11. Attendance at Registered Training Organisation & Payment of Fees

- a) The Employee must attend and complete the formal training as directed by PAV 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 PAV 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. PAV will reimburse the Employee in the accordance with clause 19 of the PAV EBA.

12. Attendance at work with a Host Employer

The Employee must attend any reasonable placement offered by PAV 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 PAV and their Host Employer in the event of any absence or difficulty.

13. Change of Host Employers

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

14. Return from Host Employer to PAV

From time to time an Employee may be returned to PAV 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 PAV will investigate the reasons for the return and follow the provisions of clause 21.4 and 35 of the PAV EBA.

15. 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;
- c) perform plumbing work outside the supervision of a Host Employer placement

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

16. Indentured Employment

The Employee understands and accepts that the Employment is Indentured with PAV for the duration of the Training Contract, is legally binding in accordance with the Training Contract Obligations and the State Training Legislation. The Employee must not seek work as an apprentice or trainee with any employer who is unwilling to be a Host Employer with PAV. PAV 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.

17. Remuneration package

- 17.1 PAV must pay the Employee in accordance with the minimum rate of pay specified in Part C of the PAV EBA. A Wages and Conditions Infosheet is provided to all Employees at Employment and re-issued from time to time.
- 17.2 During the Employment, the Host Employer may change. Where this occurs, PAV must pay the Employee the minimum rate of pay applicable to the work undertaken by the Employee as applicable to the Host Employer, as provided in the PAV EBA, Parts C to F. The rates of pay are decided with reference to form of Agreement the Host Employer has made with its workers.

18. Agreement to Take Leave

- 18.2 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.

19. Safety and Care

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

20. Amendment

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

21. 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).

22. 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 PAV servers and has not bounced back;
- c) if sent by mail, on the second Business Day after posting.

23. 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.

24. Severability

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

25. Governing Law

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

Execution

Executed by PAV by its authorised representative

.....(signature)(name)

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

- ✓ Wages and Conditions Information Sheet – PAV EBA
- ✓ Information as to where to find of all PAV Policies and Procedures on plumber.com.au and apprentice USB
- ✓ Fair Work Information Statement

Executed by the Employee(signature)(name)

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

.....(signature)(name)

Name: Employment Agreement	PAV Document Control Register: EE001
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