Purpose
To provide clear guidelines for assessing and approving apprentice requests for unpaid leave, including approval limits and responsibilities.

Scope
This guideline applies to all EGT Staff involved in receiving, assessing and approving apprentice requests for unpaid leave.

Requesting Unpaid Leave
Apprentice requests for unpaid leave are considered by EGT on a case-by-case basis.

The following approval limits apply within a 6-month period, once all available RDOs and/or Annual Leave have been exhausted.

Apprentices can check their leave balances via the Payroll Portal or by referring to their most recent payslip.

Approval Limits
Up to 5 days within a 6-month period:
Field Officers, Operations Officers or Senior Operations Officer.

Up to 10 days within a 6-month period:
Operations Manager.

More than 10 days within a 6-month period:
GM EGT.

Procedure
- Staff are to email cristy.marinich@egt.net.au (or stacee.donaldson@egt.net.au in Cristy's absence) to confirm how much unpaid leave the apprentice has taken within the previous 6-month period.

- This information will help determine the appropriate approval level in accordance with the above guidelines.

Important Note
These guidelines apply to individual apprentice requests for unpaid leave, including during the EGT Christmas shutdown if the apprentice does not have sufficient accrued Annual Leave and/or RDOs to cover the shutdown period.

All unpaid leave requests remain subject to the above approval guidelines.

Direction To Take Annual Leave During Shutdown

In accordance with the Electrical, Electronic and Communications Contracting Award 2020 (MA000025).

21.5 Direction to take annual leave during shutdown

[21.5 renamed and substituted by PR751049 ppc 01May23]

(a) Clause 21.5 applies if an employer:

(i) intends to shut down all of its operation in conjunction with the Christmas/New Year period (**temporary shutdown period**); and

(ii) wishes to require affected employees to take paid annual leave during that period.

(b) The employer must give the affected employees two months' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.

(c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 21.5(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.

(d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.

(e) A direction by the employer under clause 21.5(d):

(i) must be in writing; and

(ii) must be reasonable.

(f) The employee must take paid annual leave in accordance with a direction under clause 21.5(d).

(g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 21.5(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

(h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 21.10.

(i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 21.10, to which an entitlement has not been accrued, is to be taken into account.

(j) Clauses 21.6 to 21.8 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 21.5.

Reference Documents

- Electrical, Electronic and Communications Contracting Award 2020