



FACT SHEET

Training contract obligations

A training contract is a legally binding agreement between an employer and an employee for the training of apprentices/trainees, which leads to a nationally recognised qualification. In signing the training contract, the parties are bound by the obligations in the contract and the legislation of Western Australia. The obligations listed below are extracted from the Western Australian training contract.

Training contract obligations for the employer, the apprentice/trainee, and the parent or guardian (where applicable)

We agree that:

- a. the contract commences from the date stated in question 3, provided that it has been registered or approved under the provisions of the relevant State/Territory legislation;
- b. the contract can only be changed by our agreement and according to State/Territory legislation and the State/Territory Training Authority must be informed of the proposed change/s. In some States/Territories approval for the change/s must be sought;
- c. the apprentice/trainee can see, and correct, any information about himself/herself in this contract or held by the employer in relation to this contract;
- d. the apprentice/trainee is not liable for any unintentional damage to material or property in the course of their work and training;
- e. we will try to resolve any dispute we have between us, and if we can't, we will contact our State/Territory Training Authority to request assistance or to access the appropriate dispute resolution processes;
- f. the contract can be audited by the relevant State/Territory Training Authority or Australian Government Department;
- g. the contract is successfully completed when there is agreement from the employer, registered training organisation and apprentice/trainee, and/or an acknowledgement by the State/Territory Training Authority, that the apprentice/trainee has attained all the required competencies;
- h. this contract expires if it reaches the expected term of the apprenticeship/traineeship referred to in question 4 without the apprentice/trainee having attained all the required competencies or a request for an extension of the contract having been endorsed by a State/Territory Training Authority;
- i. this contract may be terminated in accordance with the relevant State/Territory legislation; and
- j. any competency-based wage progression clause, in an award that this contract is subject to, cannot be invoked using units gained institutionally*, until:
 - i) the apprentice has completed nine months of employment in this contract; or
 - ii) the apprentice has completed, in this contract, a period of employment mutually agreed by parties to the contract. The period may be shorter than the nine month requirement.

* Units gained institutionally means units gained as part of a prior qualification such as a pre-apprenticeship. It does not include units attained by fulfilling the obligations of an apprentice under a training contract.

Please note: Clause (j) is only applicable to training contracts commenced on or after 12 December 2014. It does not apply to training contracts commenced prior to this date but assigned to a new employer after this date.

Training contract obligations for the employer

I agree that I will:

- a. employ and train the apprentice/trainee as agreed in our training plan and ensure the apprentice/trainee understands the choices that he/she has regarding the training;
- b. provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentice/trainee while at work, in accordance with the training plan;
- c. make sure the apprentice/trainee receives on the job training and assessment in accordance with our training plan;
- d. provide work that is relevant and appropriate to the vocation and also to the achievement of the qualification referred to in this contract;
- e. release the apprentice/trainee from work to attend any training and assessment specified in our training plan;
- f. pay the apprentice/trainee the appropriate wages to attend any training and assessment specified in the training plan, noting that any time spent by the apprentice/trainee in performing his or her obligations under the contract whether at the employer's workplace or not, is to be taken for all purposes (including the payment of remuneration) to be time spent working for the employer;
- g. meet all legal requirements regarding the apprentice/trainee, including but not limited to, occupational health and safety requirements, and payment of wages and conditions under the relevant employment arrangements;
- h. repay any payment I receive that I am not entitled to;
- i. work with our registered training organisation (RTO) and the apprentice/trainee to make sure we follow our training plan, keep training records up to date, and monitor and support the apprentice/trainee's progress; and
- j. let the relevant State/Territory Training Authority and the RTO know within five working days (or when the local State/Territory legislation requires, if this is different) if our training contract has become jeopardised.

I acknowledge that it is an offence to use information in the contract to discriminate against any person, including the apprentice/trainee.

Training contract obligations for the apprentice/trainee

I agree that I will:

- a attend work, do my job, and follow my employer's instructions, as long as they are lawful;
- b work towards achieving the qualification stated in our training contract; and
- c undertake any training and assessment in our training plan.

Training contract obligations for the parent or guardian

I agree that I will:

- uphold the responsibilities listed above for the apprentice/trainee until they are 18 years of age.