

Apprenticeships and Traineeships are a formal arrangement between an employer and an apprentice or trainee. They provide a combination of paid work and structured training both at work and 'off the job' with a Registered Training Organisation (RTO).

Apprenticeships and Traineeships can be full-time or part-time, with a number of trainees and apprentices commencing their training arrangements while still at school.

Apprenticeships and Traineeships are available for a large range of trades and occupations and on completion a person obtains a nationally recognised qualification.

Apprenticeships and Traineeships involve the signing of a Training Contract and a Training Plan.

Differences between an Apprentice and a Trainee

Whether you are an apprentice or a trainee will depend on the level of qualification and the duration of training. Generally an Apprenticeship can take three to four years, whereas a Traineeship is usually only a year.

Training Contract

The Training Contract outlines the rights and responsibilities of the trainee or apprentice and the employer.

If a trainee or apprentice is under 18 years of age, a parent or legal guardian must sign the contract.

The Training Contract and Training Plan must be approved and registered with the Department of Further Education, Employment, Science and Technology (DFEEST).

Wages for Trainees and Apprentices

Apprenticeships are paid in accordance with the relevant industry award or agreement, while trainees receive a training wage. These rates are generally lower than those for other workers to reflect the fact that some time is spent in 'off the job' training, or that a person is not yet fully qualified/competent. For workers in the private sector information is available at Fairwork Australia www.fairwork.gov.au

These rates may only be paid if a Training Contract has been signed otherwise the relevant and often higher award rate is applicable.

Rights and Responsibilities

Employer responsibilities

- to provide on-the-job employment, training and assessment as agreed to in the training plan for the term of contract

- to release the trainee/apprentice from work to attend any relevant off-the-job training and assessment. This needs to be factored into your business operations
- to pay wages and comply with the conditions outlined in the relevant award or industrial agreement
- to discharge all other lawful obligations of an employer such as those obligations relating to occupational health, safety and welfare.

In addition, a trainee/apprentice must not be bullied, intimidated or coerced into changing or terminating their contract. A trainee/apprentice must not be left unsupervised and must have immediate access to a supervisor. It is not the role of a trainee/apprentice to manage other staff or take responsibility for business operations that should be undertaken by appropriately qualified/experienced personnel.

Trainee/Apprentice responsibilities

- attend work at the agreed times, observe the conditions of your employment, and follow any lawful directions from your employer
- work towards achieving your qualification
- undertake any training and assessment as agreed in your training plan
- acknowledge that any information, intellectual or physical property obtained from your employer is to remain the property of your employer
- maintain professional confidentiality
- not abandon or terminate your employment without the mutual agreement of your employer once your probationary period has expired.

Can an employer cancel the training contract?

Once a probationary period has been served (between one and three months depending on the length of the training contract) an employer can only terminate the training contract by mutual consent with the apprentice or trainee. In the case of serious and willful misconduct, the employer may seek to have the contract suspended for up to seven days, but must immediately notify the SA Industrial Relations Commission.

What is misconduct?

Misconduct may include the following

- being absent from work without the employer's consent though there are the usual exceptions to this in respect of sickness and other emergencies
- failure to follow or carry out lawful instructions from the employer
- failure to attend off the job training in accordance with the training plan
- causing damage to the employers' business

To ensure the employer complies with their obligations, trainees and apprentices should keep all information they are given including the training contract and pay slips in a safe place. This will be required should a dispute arise regarding a breach of the training contract by the employer.

Further advice

If you are a union member – contact your union

Not a union member? Contact the Young Workers Legal Service on 8279 2233