



Traineeship and Apprenticeships are a formal arrangement between an employer and an apprentice or trainee that allow for a combination of paid work and structured training with a Registered Training Organisation (RTO).

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

A traineeship or apprenticeship is a way of gaining experience in a particular occupation and obtaining a nationally recognised qualification and on-the-job experience.

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

Difference between an Apprentice and a Trainee

Whether you are an apprentice or 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.

Contract of Training (COT)

The COT outlines the rights and responsibilities of the trainee or apprentice and the employer. See the Rights and Responsibilities page for more information about these.

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

The COT and Training Plan must be approved and registered with the Department of Employment and Training.

Wages for Trainees and Apprentices

Apprentices are paid in accordance with the relevant industry award or enterprise agreement, trainees can receive a training wage under a State or Commonwealth Training Wage Award.

It is common for trainees to also be put on an Australian Workplace Agreement or AWA as part of their contract of training; however, we do not believe they are in the best interests of young workers. We strongly recommend that if a trainee is asked to sign an AWA that they speak to their union.

Traineeship wages should not be paid unless and or until a training contract has been signed. You should not be receiving traineeship wages unless you have been employed as a trainee, otherwise the relevant and often higher award rate is applicable.

Ending employment before completion of the training

Training contracts can only be terminated or suspended with the approval of the Accreditation and Registration Council. BUT if the worker is still within their probation period, the contract can be withdrawn if there is mutual agreement between the trainee and employer. Probationary periods are set by law and cannot be extended.

Can an employer cancel the training contract?

You generally cannot be dismissed from the training contract once the probationary period is up, which makes the contract more permanent than most employment contracts.

However, your employer can issue formal warnings for inappropriate behaviour, such as theft, assault or fraud, under-performance or not turning up to work without approval from the employer. If this behaviour continues, you can be suspended for up to 7 days and your employer has the right to apply to the Grievance and Disputes Mediation Committee to have your contract cancelled.

Rights and Responsibilities of Trainees and Apprentices

Employer responsibilities

- To forward a copy of the Contract of Training to the Department of Employment and Training within one month of the probationary period ending.
- To negotiate a Training Plan with the trainee or apprentice and the Registered Training organisation.
- To carry out training, supervision and assessment in accordance with the Training Plan.
- To keep records of hours worked by the trainee or apprentice and ensure that the training plan is followed.
- To ensure a competent supervisor is assigned
- Ensure Occupational Health and Safety procedures are in place that are appropriate to the type of training being undertaken.

Trainee / apprentice responsibilities

- Comply with the conditions of the Contract of Training
- Understand the conditions of the relevant award or enterprise agreement
- Complete all training and assessments
- Attend and perform all work assigned by the employer

- Keep a record of all training undertaken
- Not damage or waste the property, goods or any aspects of the employer's business
- Not act in a manner that could be considered misconduct.

What is misconduct?

Misconduct can include the following offences:

- Is unjustifiably absent from work or without the employer's consent. The exceptions to this are when the trainee or apprentice has a medical certificate for sickness or has family responsibilities.
- Failure to follow or carry out lawful instructions from the employer
- Failure to attend training in accordance with the training plan
- Causes damage to the employers' business
- Failure to produce their training record when requested

To ensure the employer sticks to their obligations, Trainees / 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 Contract of Training by the employer.

Further advice for Apprentices and Trainees

If you are a union member - Contact your union not a union member? Contact the Young Workers Legal Service on (08) 8279 2233.