

Rights and responsibilities of employers

6.1 Employers' rights

Employers should expect that their apprentice or trainee will:

- make every effort to learn the skills required in their apprenticeship or traineeship
- follow all lawful instructions of their employer or workplace supervisor
- make every effort to abide by the policies and procedures that apply in the workplace and become a valuable employee with a commitment to the business for which they work.

6.2 Employers' responsibilities

Employers of apprentices and trainees have obligations under each of the following:

- the Apprenticeship and Traineeship Act 2001
- the training contract
- the industrial award or agreement under which their apprentice or trainee is employed
- other NSW legislation relating to conditions of employment

These obligations are summarised below.

An employer, including a group training organisation, that places an apprentice or trainee with a host employer, must ensure that the host employer is also able to discharge these obligations.

6.2.1 Training obligations

An employer of an apprentice or trainee must:

- ensure that the apprentice or trainee receives the work-based training by providing appropriate supervision and all necessary facilities, resources and opportunities to acquire the skills of the vocation
- ensure that the apprentice or trainee is given every opportunity to obtain the appropriate qualification for the vocation by releasing him/her to attend training delivered by the relevant registered training organisation and by liaising with the registered training organisation regarding the apprentice or trainee's progress in their formal training

Competency record books and work evidence guides are available, in most vocations, to support the delivery of training to apprentices and trainees. These booklets are provided by the registered training organisation and should be used to monitor the apprentice's/trainee's progress through his/her training.

6.2.2 Industrial relations obligations

An employer must meet the minimum requirements for pay, leave and other conditions of employment set out in the industrial award or agreement under which the apprentice or trainee is employed.

6.2.3 Other obligations as an employer

An employer of an apprentice or trainee must ensure that the provisions of relevant Occupational Health and Safety regulations or other relevant legislation are applied in the employment of the apprentice or trainee. (See Section 5 for details)

An employer of a trainee working in child-related employment must comply with NSW child protection legislation administered by the NSW Commission For Children and Young People - for more information visit the Commission's website at: <http://www.kids.nsw.gov.au>.

6.2.4 Obligation to notify State Training Services of various matters

An employer of an apprentice or trainee must notify the Commissioner for Vocational Training (through State Training Services - ph 13 28 11) within 14 days of the following matters:

- any injury to the apprentice or trainee that will affect his/her ability to continue with or complete the apprenticeship or traineeship
- failure by the apprentice or trainee to make satisfactory progress in his/her on-the-job training or in the training provided by the registered training organisation
- any change in the business name or business address
- any change in the nature of the business that could affect the employer's ability to deliver the on-the-job training or comply with his/her obligations under the Apprenticeship and Traineeship Act 2001.
- withdrawal of a training contract within the probationary period
- termination of the employment of an existing worker trainee or a trainee apprentice.

6.2.5 Obligation to apply to State Training Services for changes to training arrangements

Applications for changes to the training contract or training plan must be made to the Commissioner for Vocational Training through State Training Services (ph 13 28 11) by the employer and the apprentice or trainee, or by either of them alone. Changes could include:

- transfer of the training contract to another employer
- suspension of the training contract
- cancellation of the training contract
- contract variations such as requests for a change in the completion date of the training contract or requests to a change the qualification
- training plan variations such as change of registered training organisation or a change to the mode of delivery

Changes to the training plan must be endorsed with the consent of the relevant registered training organisation. Section 9 provides more detail regarding changes to the training contract or training plan.

