

# TRAINEE-EMPLOYMENT CONTRACT

This contract is concluded between

.....  
(name and address of employer)

and Mr/Mrs

.....  
(name of trainee)

born on .....  
(date of birth),

student at

.....  
(type of school)

class/form .....

represented by Mr/Mrs

.....  
(name of parents or legal guardian)

.....  
(home address)

.....  
(telephone number)

## § 1

In order to fulfil a practical training as provided by the law in the national curriculum, a practical training regarded as a framed employment relationship between the contracting parties will be concluded.

This contract regulates all duties and rights of both parties within the implementation of the provided compulsory practical training. This compulsory training serves on the one hand as a supplement to and an improvement of the acquired knowledge and abilities in all practical subjects and, on the other hand, it is expected to have an impact on the student's personality, and vocational interests, through exposure to actual working conditions.

## § 2

The compulsory practical training provided by the respective curriculum will be carried out at

..... (company)

in the following sphere/spheres ..... (service, kitchen, reception, etc.).

## § 3

The practical training starts on ..... and ends on .....

The weekly working hours will be ..... hours. All requirements with regard to work and social law, especially the federal regulations concerning child labour are to be followed.

## § 4

With this contract the employer is committed to carrying out the compulsory practical training provided by the national curriculum. Therefore, the student should be able to get work experience in the following areas ..... in order to gain insight into the duties and challenges associated with the aforementioned fields.

The employer is obliged to employ the trainee within the bounds of the law concerning the employee's protection in those fields in which the trainee will work. In addition, the employer has to introduce the trainee systematically to various practical fields of work and has to draw the trainee's attention to accident prevention and possible accident risks.

On the basis of the employer's obligation to provide for the welfare of his employees, he must notify the trainee's parents or legal guardian in case of special incidents.

The employer allows representatives of the school to inspect the trainee's working area, accommodation and recreation room during his/her practical training and is prepared to cooperate with these representatives.

The employer has the obligation to pay the trainee according to schedule. The gross remuneration comes to € ..... per month and is to be paid at the end of each month. The statement for the remuneration, the payment and a written wage slip have to be received by the student before the 5<sup>th</sup> day of the following month at the latest.

Furthermore, if the trainee cannot stay at home, the employer is obliged to provide free accommodation which will not expose the trainee to health or moral dangers as stated in the legislation concerning health and safety at work. The employer also agrees to provide full board daily, free of charge.

The trainee's working conditions are determined by the collective agreement referring to hotel and catering business as well as any other industrial laws. The employer must register the trainee with the local health insurance company.

### § 5

The trainee is obliged to carry out all tasks conscientiously which he/she has been instructed to do and he/she has to start work on time. He/She has to follow the company's regulations and house rules as well as take relevant safety measures and precautions in order to protect him/herself against life or health risks. Additionally, the trainee must treat all business or company matters as confidential. Furthermore, he/she must be punctual and treat guests and staff members courteously.

If a certain uniform or clothing regulation is requested by the employer, the trainee will be given a uniform free of charge by the employer. The trainee must observe dress rules and keep the clothing in clean condition.

### § 6

The employer is obliged to provide a written reference free of charge to the trainee which has to be handed in at school by the trainee. This reference must contain the dates worked; details about experiences and skills gained may be mentioned, however, details which could prevent the continuation of the trainee's education or hinder the trainee's future employment opportunities are not permitted.

### § 7

The employment contract can be terminated early by one or both parties to the contract, so long as a legitimate reason is given. Legitimate reasons can be found in § 15 of the Austrian Trainee Law.

### § 8

The contract has been provided in triplicate. The first copy is for the employer, the second is for the trainee and the third is to be sent to the school. Please complete all three copies.

.....  
(place, date)

.....  
(employer)

.....  
(trainee)

.....  
(parent/s or legal guardian)