


Trainees – Employment Contract

Concluded between:

Owner of company Company, address	
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and

Mr./Mrs.		Date of birth	
Pupil of: (School name and type)	Höheren Lehranstalt Wirtschaft Secondary College for Occupations in Economy Wiener Straße 2,3350 Haag 		
Year/Class:			
Represented by: (parents/guardian, adress and telephone number)			

§ 1

In order to fulfill thy syllabus of the compulsory obligatory practical training an employment contract is concluded between the contractual partners. It is featured as a training-relationship.
This contract regulates the mutual duties and rights in course of the realization of the compulsory obligatory practical training, determined in the syllabus.

The compulsory practical course serves to extend and complete knowledge and skills, acquired by specific subjects, as well as formation of personality, first of all professional attitude by confrontation with professional reality.

§ 2

A compulsory practical training in accordance with the respective syllabus of
will be achieved in the field(s) of

§ 3 und § 4

The practical training begins on _____ and will be finished _____.

The occupation per weeks lasts _____ hours.

The regulations of labour- and social laws, in case of trainees under 18 years as well as the regulations of the federal law employment of children and adolescents (KJBG) are to be observed.

§ 5

The employer is obliged to execute the compulsory practical training according to the way indicated in the syllabus. The trainee will have the possibility to become acquainted firs of all with the departments of

Insights to organization problems and job assignments of the corresponding company are to be imparted.

The employer is furthermore obliged to engage the trainee just with jobs that serve fort he aims of education, in accordance to the relevant regulations of protection of employees.
He will methodically introduce the trainee to in-company procedures by practical instructions and will turn his attention to special risks of accidents. He has to make sure that the trainee is guided to punctuality and correct

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behavior towards guests and employees. Hades on the fiduciary duty of the employer, he has to give information to parents/guardians about special incidents.

The employer allows to school-representatives the entry to the trainee's workshops, bedrooms and lounges during the practical training and agrees to cooperate with these people.

The employer grants daily provision (board) voluntarily, gratuitously and is committed to pay the agreed payment on schedule.

The payment per month will be _____ Gross and is to be paid in each case at the end of a month.

The settlement and disbursement, combined with the delivery of a written pay slips has to take place at least at the third day of the following month.

If the compulsory trainee doesn't return to his habitual residence each day, the employer provides accommodation, free of charge, which excludes any sanitary and oral endangerment, and is in accordance with the regulations of protection on employees.

The trainee employment contract is subject to the collective contract of the hotel and restaurant industry as well as the other employment laws.

Therefore, after the first class at least, the apprentice-compensation of the first year of apprenticeship is due.

After second class the apprentice compensation of the second year of apprenticeship is due.

After third class the apprentice compensation of the third year of apprenticeship is due – a higher remuneration can be arranged. The trainee is to be registered at the regional health insurance company on schedule, with the full insurance.

§ 5

The trainee is committed to execute conscientiously the performances serving for education and charged in correspondence with the aims of the practical training. He will keep the pre-determined working times. He has to watch plant regulations and house rules as well as the specific regulations of security and other rules in consideration concerning protection of life and health in accordance to corresponding instruction and to maintain discretion on business- and company-secrets.

If the use of certain clothing (for example a uniform) is required by the employer during working time, it is to be provided by the employer free of charge, to be held in good condition and clean.

§ 6

The employer is committed to issue at own cost a certificate to the trainee at the end of the compulsory practical training on the absolved practice time. It is intended to be presented at school. This certificate hat to show detailed information about the duration of the compulsory practical training; it also can show statements about the acquired knowledge and skills.

However, statements, which could impede the progress of the trainee, are not allowed.

§ 7

The trainee contract can be terminated prematurely by both sides amicably or bay both sides, each one-sided in case of an important reason in accordance to § 15 law of professional education.

§ 8

The contract is issued in 3 copies. One copy remains at the employer; a second copy is for the trainee and another one has to be given to the responsible school.

_____, Date

Employer

Parents/guardian

Trainee