

Plumbers Union Agreement 2023 - 2027

Clause 19.9 – RTO Training Fees (Including Textbooks)

Clause 19.9 – Training Fees and Textbooks of the *Plumbers Union Agreement 2023 - 2027* provides:-

RTO Training Fees (including Textbooks)

- 19.9.1** Subject to Clause 19.9.8, an apprentice is responsible for and will be required to pay all fees (which includes, but is not limited to: - tuition fees, amenities fees, materials fee, etc) required to be paid to the PICAC RTO or an alternative RTO at the commencement of their apprenticeship and for each year thereafter.
- 19.9.2** Apprentices will be reimbursed all fees (which includes, but is not limited to: - tuition fees, amenities fees, materials fee, etc) charged by the PICAC RTO or alternate RTO.
- 19.9.3** Reimbursement (in accordance with Clause 19.9.2) will be subject to the presentation of evidence: -
- 19.9.3(a)** supporting the satisfactory completion of such training (Statement of Attainment); and
 - 19.9.3(b)** evidence of payment (including the applicable invoice/s and the applicable receipt/s).
- Note:-** The receipt shall be in the form of an itemised account that details how the payment was made up.
- 19.9.4** Once the Statement of Attainment and the receipt has been provided to the employer, the employer will reimburse the apprentice within the next two (2) weeks.
- 19.9.5** The employer will not be obliged to reimburse an apprentice for any fees incurred prior to their appointment with the employer. If an apprentice joins the employer for a part of a year, the employer will reimburse the apprentice their fees on a pro rata basis.

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Readers should take professional advice (which may include legal advice) before applying the information contained in this publication to specific issues or transactions.

- 19.9.6** Where an apprentice termination occurs by mutual agreement or redundancy, the apprentice shall be entitled to a reimbursement for all fees (which includes, but is not limited to:- tuition fees, amenities fees, materials fee, etc) that has been successfully completed up to the termination date.
- 19.9.7** There will be no obligation on the employer to reimburse an apprentice that resigns their employment with the employer, unless the employee can satisfy the requirements of Clause 19.9.3.
- 19.9.8** Reimbursement (in accordance with Clause 19.1), will not “double dip” any government subsidy, reimbursement payment by another employer, or similar payments to which the apprentice may be entitled. This does not include any government allowance(s) for tools or equipment.
- 19.9.9** Direct payment of the fees prescribed in Clause 19.9.1, shall satisfy the requirement for reimbursement prescribed in Clause 19.9.2.
- 19.9.9(a)** Any costs associated with all fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an employee in connection with training specified in, or associated with, the training contract must be reimbursed to the apprentice within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within 3 months of the registered training organisation commencing training, whichever is the later, unless there is unsatisfactory progress;
- 19.9.9(b)** Direct payment of the fees and textbooks, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement in clause 19.9(a) above.

Comments

As part of the apprenticeship process an apprentice is required to be enrolled with, and attend, a Registered Training Organisation (RTO).

As part of that enrolment process the apprentice is charged a fee by the RTO.

Clause 19.9 of the Plumbers Union Agreement 2023 -2027 requires the apprentice to pay the fees directly to the RTO.

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It should be noted that the employer may pay the fees directly to the RTO (if they choose to do so).

Upon the production of evidence that confirms that:-

- the apprentice has satisfactorily completed that particular Stage of their apprenticeship; and
- payment has been made by the apprentice to the RTO (which would be in the form of a copy of the applicable invoice/s and the applicable receipt/s)

the employer must reimburse the apprentice within a period of two (2) weeks.

This means that an employer cannot withhold the reimbursement of their RTO fees until they have satisfactorily completed their apprenticeship.

For further information about this clause, or other clauses of the PFS Award (or NES) please contact Master Plumbers.

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