

Work trial agreement



State Insurance
Regulatory Authority

Workplace Injury Management and Workers Compensation Act 1998

This agreement must be completed and signed by the trainee, host employer (host) and approved workplace rehabilitation provider (provider) prior to commencement of the work trial. A copy of the completed agreement must be retained on the trainee's file and copies provided to the trainee, host and insurer.

For more information on program principles and requirements, refer to the [SIRA work trial program guidance material](#). For information about the placement, refer to the vocational program – details form. All fields must be completed. You are under no obligation to provide any personal information but incomplete applications will not be processed.

Personal information collection notice

The insurer managing the worker's claim, or the State Insurance Regulatory Authority (SIRA), will use the information in this form to contact you and trainee for the purpose of verifying and administering the application.

If your application is assessed by SIRA, your information will be handled in line with SIRA's Privacy management plan. For more information about privacy, or to access/amend your personal information, go to www.sira.nsw.gov.au/privacy

For information about how the insurer at section 1 manages your personal information, please make direct contact.

Section 1: Provider/insurer contact person during work trial

Should any difficulties or injury occur during the work trial, contact:

Approved workplace rehabilitation provider

Provider organisation

Contact person

Telephone number

Mobile number

Email

Insurer

Insurer organisation

Insurer case manager

Telephone number

Email

Or call the SIRA Customer Service Centre on 13 10 50.

Work trial terms

Before signing the work trial agreement, both parties must read and agree to the following terms:

1. The trainee continues to receive weekly payments during the work trial.
2. The host must not make any payments to the trainee.
3. If payments are made, the work trial must cease and employment arrangements negotiated instead.
4. The insurer or SIRA funds the trainee's travel fares to and from the workplace and essential equipment to perform work trial duties.
5. For the duration of the work trial, the trainee is not a 'worker' as defined by the *Workers Compensation Act 1987* and therefore can have no claim against the host's workers compensation insurance.
6. If the trainee experiences changes to their existing injury or a new injury during the work trial period, this will be managed by the insurer as part of the existing claim.
7. SIRA may also reimburse additional expenses for other claims made on the host's insurance policies if the trainee is at fault. These policies may include:
 - public liability
 - professional indemnity
 - motor vehicle accident.

Additional expenses are limited to the premium excess or increase directly resulting from the trainee's actions.

8. Agreeing to participate in this work trial does not imply employment or another contractual relationship between the trainee and the host.

Note: Liability for negligence remains the responsibility of the work trial host. See the 'Insurance' section of the *Work trial guidance material* for more details.

Section 2: Work trial host declaration

I, _____ (employer name)

(position)

of _____ (organisation/business trading name)

understand the description of the work trial agreement provided above, and agree to:

- provide the agreed work duties in the recover at work plan
- provide supervision and training so the trainee can upgrade their capacity, develop skills and/or gain on the job experience
- maintain responsibilities under the *Work Health and Safety Act 2011*
- provide training, including instruction in the policies and procedures of this workplace, advice on any specific workplace hazards
- maintain workers compensation insurance cover, and where required motor vehicle accident, public liability, property damage and professional indemnity insurance
- allow the provider ready access to the workplace to monitor the training
- provide feedback to the trainee and provider on the trainee's performance
- if suitable and available, provide employment to the trainee on conclusion of the work trial
- contact the provider before terminating the training agreement.

Signature

Date (DD/MM/YYYY)

Section 3: Work trial trainee declaration

I, _____ (name)

understand the purpose and operation of the work trial and agree to:

- follow the advice of the provider about the nature of the duties to be carried out and any work restrictions outlined in the recover at work plan
- comply with the work conditions, policies and procedures, including work health and safety procedures of the workplace, as advised by the work trial host
- follow directions of the host where these do not contradict the provider's advice
- report any accidents or injury to the host and provider
- contact the provider if any problems arise and before terminating the agreement
- SIRA contacting me to discuss the use of the program and the recovery at work outcome..

Signature

Date (DD/MM/YYYY)

Section 4: Workplace rehabilitation provider declaration

I, _____ (provider contact)

(position)

of _____ (organisation name)

confirm that the:

- trainee has relevant licences/qualifications for the agreed duties and associated travel
- host has workers compensation insurance and where required, insurance covering vehicles, public liability, property damage and professional indemnity
- insurer has approved the return to work plan that includes the period of the work trial
- placement will increase the trainee's marketable skills and abilities
- workplace assessment confirmed the suitability of the work trial placement
- host and trainee have received accurate advice about the duties to be carried out and any work restrictions, and these are detailed in the attached recover at work plan
- trainee has been advised of the terms and conditions of the work trial
- work trial is agreed by all relevant parties eg trainee, host, doctor, insurer, union and SIRA
- implementation of work trial will be managed proactively with regular phone calls and site visits to help identify and resolve any problems
- claims for payment (with receipts) will be forwarded to the insurer or SIRA to recover costs.

Signature

Date (DD/MM/YYYY)