Government of **Western Australia**
Department of **Training**
and Workforce Development

APPRENTICESHIP POLICY

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All policy and procedural statements contained within this document are lawful orders for the purposes of section 80(a) of the Public Sector Management Act 1994 (WA) and are therefore to be observed by all Department of Training and Workforce Development employees.

Policies associated with the apprenticeship system in Western Australia have been produced based on key events of the training contract. The document has been divided into sections pertaining to these events.

1 POLICY STATEMENT

The purpose of this policy is to provide advice to organisations/persons associated with the apprenticeship system in Western Australia and to provide support in the interpretation of the *Vocational Education and Training Act 1996* and *Vocational Education and Training (General) Regulations 2009* and the *Vocational Education and Training (General) Amendment Regulations 2014*.

This policy also provides information relating to some aspects of apprenticeship funding (see Appendix 2).

This policy does not address school based apprenticeships and traineeships. Reference should be made to the *School Based Apprenticeship and Traineeship Policy.*

2 BACKGROUND

The *Vocational Education and Training Act 1996* introduced a new legislative framework to modernise vocational education and training, including apprenticeships and traineeships.

This legislation provides a single apprenticeship and traineeship system, consistent with other states and territories; streamlines the process for establishing new apprenticeship schemes; provides greater flexibility in apprenticeships; increases the level of protection and support for all types of apprenticeships, including traineeships, with the aim of increasing completion rates.

For this reason, the term apprentice is an umbrella term referring to apprentices, trainees, interns or cadets and the term apprenticeship will refer to contract arrangements for an apprenticeship, traineeship, cadetship or internship, unless specified otherwise.

Training contracts are registered, managed and monitored by the Department of Training and Workforce Development (the Department).

3 SCOPE

This document informs vocational education and training (VET) practitioners including Australian Apprenticeship Support Networks (AASNs), Training Councils, registered training providers, group training organisations, Department employees and other stakeholders, including employers of apprentices and apprentices of the requirements associated with the commencement, registration, variation and completion of the training contract.

4 DEFINITIONS AND ACRONYMS

Refer to Glossary at Appendix 1

5 RELEVANT LEGISLATION OR AUTHORITY

Vocational Education and Training Act 1996

Vocational Education and Training (General) Regulations 2009

Vocational Education and Training (Colleges) Regulations 1996

Vocational Education and Training (General) Amendment Regulations 2014

Australian Qualifications Framework

Standards for Registered Training Organisations (RTOs) 2015 / Australian Quality Training Framework 2010

Standards for Vocational Education and Training Accredited Courses

Children and Community Services Act 2004

Occupational Safety and Health Act 1984

Occupational Safety and Health Regulations 1996

School Education Act 1999

Industry specific legislation, Awards, standards and/or Codes of Practice

5.1 RELATED DEPARTMENT POLICIES AND GUIDELINES

Duty of Care Policy for Minors attending TAFE Colleges

Establishment and Variation of Apprenticeships Guidelines

School Based Apprenticeship and Traineeship Policy

Trade Certificate Policy

Trade Skills Recognition Policy: RPL for Class A and Class B Qualifications

Travel and Accommodation Allowance (TAA) Policy for Apprentices

User Choice in Western Australia Policy

VET Fees and Charges Policy

Western Australian Training Package Transition Policy and Guidelines or General Direction – Transition Teach Out Policy

6 CONTACT INFORMATION

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Department of Training and Workforce Development

Address: Optima Centre Building B, 16 Parkland Road, Osborne Park WA 6017

Postal address: Locked Bag 16, Osborne Park Delivery Centre WA 6916

T: (08) 6551 5000

Specific queries relating to this policy should be referred to the following branches within the Department. For issues relating to:

- the development of policy and/or continuous improvement, contact Policy, Planning and Research;
- the implementation of the policy and/or operational matters contact the Department of Training and Workforce Development (DTWD) Apprenticeship Office.

6.1 REVIEW DATE:

The review date for this policy is 17 December 2015

7 KEY COMPONENTS OF AN APPRENTICESHIP

This policy provides an overview of the fundamentals of the apprenticeship system in Western Australia and roles and responsibilities of parties to the training contract and key stakeholders.

This policy covers the following:

7.1 Employment and Training arrangements

7.2 Parties to the training contract

7.3 Key stakeholders to the training contract

For further information:

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60A through to and including 60I; and

Vocational Education and Training Regulations 2009 and in particular, Part 4 and Part 5, Schedule 1 and Schedule 2.

Supervision requirements

Existing Workers

Training delivery and assessment requirements

Commencement and registration of a training contract

7.1 EMPLOYMENT AND TRAINING ARRANGEMENTS

For the purpose of this policy, the term apprenticeship refers to apprenticeships, traineeships, cadetships or internships, unless otherwise stated. This equally applies to the term apprentice.

The training contract forms the basis of the apprenticeship and outlines the obligations and conditions of employment (such as full time, part time) and training.

The training plan outlines the competencies of the qualification that is being undertaken and documents the on and off the job training delivery and assessment requirements.

PRESCRIBED VET QUALIFICATION

The qualification to be undertaken as an apprenticeship must be listed on the *Public Register of Prescribed Vocational Education and Training Qualifications*.

Details provided on the training contract must comply with information stated in the register, in particular matters about the qualification as determined by the Minister; including:

- the preferred title for a person undertaking the qualification such as, an apprentice, a trainee, an intern, a cadet or some other term;
- the nominal period;
- availability of part time working arrangements and the minimum hours;
- if training is available under school based training arrangements; and
- any conditions applicable to the classification of the qualification.

Information on establishing and/or varying a qualification classification can be obtained from the *Establishment and Variations to Apprenticeship Classifications Policy*.

COMPETENCY BASED TRAINING

Apprenticeships are delivered under competency based training. This means there is a nominal term and not a fixed period of training. The nominal term indicates the expected length of time a qualification can be completed.

Under competency based the actual time taken to complete an apprenticeship may vary and takes into account factors such as the apprentice's prior experience and training, the intensity of training during the apprenticeship and variety of workplace experience.

An apprentice with prior work experience and/or apprenticeship training that could affect the duration of his/her nominal term should discuss this claim with the employer and training provider when developing the training plan (refer to *10.4 Requirements of a training plan*).

In accordance with the obligations of the training contract, the apprenticeship is successfully completed when there is agreement from the employer, training provider and apprentice that the apprentice has attained all the required competencies as outlined in the training plan.

In addition to competency based training several Modern Awards provide for competency based wage progression.

COMPETENCY BASED WAGE PROGRESSION (APPRENTICES ONLY)

Two different industrial relations systems operate in Western Australia, the state system and the national system.

The state system applies to non-constitutional corporations. These include sole traders, partnerships, trusts, some state government public sector employers and corporations whose main activity is not trading or financial. The national system (Modern Awards) covers the majority of Australian workplaces and applies to employees of businesses that are constitutional corporations (Pty Ltd).

Confirmation of award provisions can be obtained by contacting the Fair Work Ombudsman by visiting *www.fairwork.gov.au* or phoning 13 13 94.

It is the employer's responsibility under the training contract to meet all legal requirements regarding the apprentice, including the apprentice's wages and conditions under the relevant employment arrangements.

Competency Based Wage Progression (CBWP) acknowledges that an apprentice should be entitled to progress through the wage structure based on achievement of competencies.

Awards with provision for CBWP identify progression stages/points that align with the requirements of the relevant training package and are reflected in the apprentice's training plan (refer to *10.4 Requirements of a training plan*).

CBWP AND GRADUATES OF INSTITUTIONAL COURSES

Under the provisions of CBWP the wage level of an apprentice is determined by the percentage of units of competency (or competency points) that have been completed. This includes relevant units of competency completed prior to the commencement of the apprenticeship.

Under CBWP, apprentices who have successfully completed a prior qualification through institutional delivery[1i] such as a pre-apprenticeship may have attained sufficient units of competency for a higher commencing wage level.

Where these units of competency have been attained through institutional delivery, the apprentice may be required to demonstrate these skills on the job for the employer before wage progression can occur. The length of time the apprentice is required to demonstrate these skills on the job for the employer may be negotiated, but cannot be longer than 9 months.

MANDATORY AND NEGOTIATED REDUCTION

In light of the application of competency based training and/or competency based wage progression requirements, mandatory reduction and negotiated reduction of the nominal term no longer applies to the administration of an apprenticeship or traineeship.

Claims for prior learning and/or experience are to be recognised and recorded in the development of the training plan (refer to *10.4 Requirements of a training plan*).

[1] Units gained institutionally means units gained as part of a prior qualification, such as a pre-apprenticeship, but does not include units attained by fulfilling the obligations of an apprentice under a training contract.

TRAINING CONTRACT

A training contract indicating the intention to undertake apprenticeship training must comply with the requirements and format as indicated in the *Vocational Education and Training Act 1996* and must be signed by the parties.

NOMINAL TERM

The nominal term for a qualification is prescribed in the *Public Register of Prescribed Vocational Education and Training Qualifications*. The terms listed apply to apprentices working full-time.

The industrial instrument the apprentice is employed under will determine the hours considered to be full-time or part-time.

Where the *Public Register of Prescribed Vocational Education and Training Qualifications* supports the delivery of a qualification under part-time and school based arrangements, the nominal term will be the stated nominal (full-time) term multiplied by 1.5 unless otherwise specified.

MINIMUM HOURS FOR PART-TIME ARRANGEMENTS

The minimum hours for employment (inclusive of any off the job training) are 15 to 20 hours per week depending on the qualification. Minimum part-time hours are recorded on the *Public Register of Prescribed Vocational Education and Training Qualifications*.

Averaging of minimum part-time hours is permitted over a four week cycle.

MULTIPLE TRAINING CONTRACTS

An apprentice may engage in multiple training contracts where the apprentice and the employer/s can demonstrate the workability of the arrangement. Approval must be sought from the DTWD Apprenticeship Office before signing a training contract.

In approving a multiple training contract, the DTWD Apprenticeship Office will seek advice from all parties to the contract including the nominated training provider/s.

7.2 PARTIES TO TRAINING CONTRACT

A training contract involves the following participants:

1. Employer (includes a group training organisation);
2. Employee willing to undertake training (known as the apprentice); and
3. Parent or Guardian (where the apprentice is under 18 years of age).

ROLES, RESPONSIBILITIES AND ELIGIBILITY CRITERIA OF PARTIES

The parties to the training contract have different roles and responsibilities. Further information is contained in the training contract.

1 EMPLOYER

A person wishing to employ an apprentice must comply with:

- the terms and conditions outlined in the training contract;
- all legislative requirements of an employer, such as but not limited to wage and employment conditions, insurance covering the business and its employees and occupational health safety and welfare requirements;
- any industrial and/or licensing obligations; and
- the *National Code of Good Practice*.

OFFENCES

An employer must not:

- enter into a training contract with an apprentice unless the qualification is a class A or class B qualification (listed on the *Public Register of Prescribed Vocational Education and Training Qualifications*); or
- train an employee in any class A or class B qualification (listed on the *Public Register of Prescribed Vocational Education and Training Qualifications*) except under training contract arrangements.

Penalties apply for these offences under section 60D of the *Vocational Education and Training Act 1996*.

2 APPRENTICE

A person undertaking an apprenticeship is bound by the conditions of the training contract.

ELIGIBILITY CRITERIA

A person wishing to undertake apprenticeship training:

- should be at least 15 years of age. Some exceptions may apply refer to *Employment under 15 years of age*;
- must be of minimum school leaving age[2] (refer to *Compulsory Period of Schooling*);
- must be an Australian citizen or hold an Australian visa that will support employment and study arrangements specified in the training contract.
- must not be a sole trader or partner in the business identified in the training contract as the employer; and

[2] In accordance with the *School Education Act 1999*

- must not be in a sub-contracting arrangement with the employer.

Conditions may apply for persons considered to be an existing worker. For further information refer to the section on *Existing Workers.*

EMPLOYMENT UNDER 15 YEARS OF AGE

Laws apply to the employment of a child under the age of 15 years. These laws apply whether the prospective apprentice wants to leave school to undertake an apprenticeship, or to remain at school full-time and undertake an apprenticeship, other than through school based arrangements.

It is the responsibility of the prospective apprentice and his/her parents and the employer to be aware and satisfy any legislative requirements relating to the employment of a child.

This includes but may not be limited to the following:

- Part 7 of the *Children and Community Services Act 2004*; and
- the *School Education Act 1999*; and
- the relevant industrial instrument (State/Modern Award); and
- any licensing requirements and/or other condition/s with the qualification to be undertaken.

In satisfying the above requirements, approval to enter into a training contract may be required from the responsible agency. This includes but is not limited to the Department of Child Protection and Family Support; the Department of Education; and/or the Department of Commerce.

COMPULSORY PERIOD OF SCHOOLING

Where an apprentice commences an apprenticeship (other than under School Based Apprenticeship arrangements) prior to the completion of his/her compulsory period of schooling, he/she must satisfy any requirements of the *School Education Act 1999* and any relevant Department of Education policies (such as, Notice of Arrangements or school exemption). Evidence from the school principal should be sought before the student enters into a training contract.

3 PARENT OR GUARDIAN

A parent/guardian is required as a signatory to the training contract where the child (prospective apprentice) is under 18 years of age.

Under the legislation a parent/guardian means:

- a person who has legal responsibility for the long term care, welfare and development of the child; or
- a person who has legal responsibility for the day to day care, welfare and development of the child; or

- if in the opinion of the DTWD Apprenticeship Office as delegate of the chief executive, there is no person with legal responsibility as identified above available at the relevant time, an adult person who is responsible for the child.

Where a child seeking to become an apprentice, does not have a working relationship with his/her parent/guardian, the DTWD Apprenticeship Office as delegate of the chief executive may on application from the child, certify that the child has the capacity to enter into the training contract.

7.3 KEY STAKEHOLDERS TO THE TRAINING CONTRACT

The following key stakeholders are responsible for the administration, regulation, delivery and assessment of training in Western Australia.

AUSTRALIAN APPRENTICESHIP SUPPORT NETWORKS

Australian Apprenticeship Support Networks (AASNs) are contracted by the Commonwealth Government to promote apprenticeships and to assist employers to engage an apprentice. They provide information, administration services and support to employers and apprentices.

AASNs assist with the completion of training contracts and provide advice to the parties on the options available for the selection of apprenticeships and training providers. They assess, approve and process payment of Commonwealth Government incentives to eligible employers, and personal benefits to eligible apprentices as well as carry out a monitoring support service to the employers and apprentices. For more details refer to: *http://www.australianapprenticeships.gov.au*

NOMINATED TRAINING PROVIDER

Nominated training providers under a training contract, means the registered training provider who, having been selected by the parties to the contract, has agreed to be the training provider who will:

- determine that the qualification on the training contract is applicable and can be supported in the workplace;
- prepare in conjunction with the parties, a training plan outlining the training delivery assessment requirements;
- deliver and assess training as negotiated in the training plan; and
- issue certification confirming competence.

THE DEPARTMENT OF TRAINING AND WORKFORCE DEVELOPMENT

The Department of Training and Workforce Development (the Department) is responsible for the administration and regulation of the training contract. This is achieved through the:

Chief Executive

As described in the *Vocational Education and Training Act 1996*, refers to the chief executive officer of the department of the Public Service principally assisting the Minister to administer the Act.

The functions of the chief executive are detailed in the *Vocational Education and Training Act 1996*. The chief executive may delegate any or all of these functions to any person.

DTWD Apprenticeship Office

A section within the Department of Training and Workforce Development responsible for regulating and administering the apprenticeship system through Part 7 of the *Vocational Education and Training Act 1996*.

8 SUPERVISION REQUIREMENTS

The apprentice to tradesperson/qualified person ratio as stipulated in the industrial awards differs across trade and occupational areas. The majority of specified ratios do not recognise the increase of skill levels as the apprentice progresses and that supervision and training requirements may vary accordingly.

This policy serves to ensure that apprentices are provided with appropriate levels of supervision to ensure industry and individual requirements relating to both training and occupational health and safety needs are met.

It should be noted that this policy does not override the *Occupational Safety and Health Act 1984* (the OSH Act) or any prescribed industry specific legislation or standards.

This policy covers the following:

8.1 General duty of care

8.2 Supervision requirements

Related policies include:

Key components of an apprenticeship

Commencement and registration of a training contract

Training delivery and assessment requirements

8.1 GENERAL DUTY OF CARE

General duty of care and general duties describe duties that the *OSH Act* places upon people (employers and apprentices) to ensure their own safety at work and that of others who are at the workplace or who might be injured by the work. These general duties are aimed at preventing anyone being killed, injured or contracting an illness because of work or activities at a workplace, including using plant or equipment.[3]

8.2 SUPERVISION REQUIREMENTS

A person employing an apprentice shall:

a) ensure that supervision is carried out by a qualified tradesperson or competent workplace supervisor;

b) consider the type of work being undertaken;

c) have regard to the level of competence of the apprentice being supervised or to be supervised; and

[3] Department of Commerce; Guidance Note General duty of care in Western Australian Workplaces 2005

d) have regard to the location and general circumstances in which the work is being carried out.

The above does not override the *Occupational Safety and Health Act 1984 or the duty of care as may be prescribed in industry specific legislation.*

ON THE JOB TRAINING

An employer must provide the appropriate facilities and qualified person/s to support the training and supervision of apprentice/s in the workplace. Where applicable the supervisor should hold a current occupational licence as deemed appropriate for their industry.

The level of supervision provided should be aimed at facilitating the successful achievement of the relevant competencies for each individual. It should be reassessed on a regular basis by taking into account the stage of the apprenticeship and the knowledge and previous experience and training the apprentice has received in a particular task.

9 EXISTING WORKERS

This policy provides information about existing workers undertaking a qualification through a training contract.

This policy covers the following:

9.1 Definition of an Existing Worker

9.2 Registration of Existing Workers

Related policies include:

Key components of a training contract

Supervision requirements

Commencement and registration of a training contract

9.1 DEFINITION OF AN EXISTING WORKER (relates to trainees only)

An existing worker is defined as a person employed with the same employer continuously for more than three months full time or 12 months casual or part time or a combination of both, immediately prior to the commencement date of the training contract.

9.2 REGISTRATION OF EXISTING WORKERS

An employer wishing to up-skill and/or re-train its existing workforce through training contract arrangements should be aware that the Department will not register more than 100 existing worker trainees per calendar quarter, to a maximum of 400 in a calendar year. This limits the registration of training contracts in order to support the effective and efficient provision of training to meet the needs of industry.

Registration of training contracts for existing workers is still dependent on legislative requirements as outlined in *Section 11.4 Registering training contract*.

Information on funding arrangements for existing workers is provided at *Appendix 2*.

10 TRAINING DELIVERY AND ASSESSMENT REQUIREMENTS

This policy relates to the on the job and off the job training requirements associated with apprenticeship training.

This policy covers the following:

10.1 Notification to nominated training provider

10.2 Training plan

10.3 Determining an employer's capacity to train

10.4 Requirements of a training plan

10.5 Training responsibilities

10.6 Commencement of training

10.7 Recording progress against training plan

10.8 Amending the training plan

10.9 Apprentice not making reasonable progress

10.10 Providing a report on apprentice's progress

10.11 Variations to training contract

10.12 Training provider unable to deliver on training plan

10.13 Auditing training and assessment delivery

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60D 60E, 60F and 60I; and

Vocational Education and Training Regulations 2009 and in particular, regulations 43, 45, 46, 52, 53 and 54.

Key components of a training contract

Supervision requirements

Commencement and registration of a training contract

Variations to a training contract

Dispute resolution

Completion of a training contract and certification

10.1 NOTIFICATION TO NOMINATED TRAINING PROVIDER

The Department will notify the training provider that it has been selected as the nominated training provider on the training contract.

The training provider should inform the DTWD Apprenticeship Office within a reasonable time if they do not accept the nomination as the training provider.

10.2 TRAINING PLAN

The training provider must arrange for the training plan to be negotiated and signed in accordance with the *Vocational Education and Training (General) Regulations 2009,* by the employer, apprentice and the training provider.

The complying training plan should be signed within:

- six weeks after the date on which the training contract is signed by the parties; or
- the probation period for the contract,

whichever is the longer. Where the employer, apprentice or provider, as the case may be does not sign within the stated period, an offence is committed.

The training provider is to confirm with the DTWD Apprenticeship Office when the training plan has been developed and signed by all parties.

Where any of the parties to the contract is reluctant to sign or is non-responsive to the training provider requests, the training provider should notify the DTWD Apprenticeship Office.

OFFENCE

If the employer, the apprentice, or nominated training provider under the training contract fails to sign a complying training plan within the required timeframe, an offence is committed. The Department may apply penalties in accordance with regulation 43 of the *Vocational Education and Training (General) Regulations 2009.*

10.3 DETERMINING AN EMPLOYER'S CAPACITY TO TRAIN

In preparing the training plan, the training provider should determine and be satisfied that the employer has the resources, capacity and the skilled workforce to successfully and safely train the apprentice in the nominated qualification.

The training provider should be aware of specific industry requirements relevant to the training of apprentices, in particular those relating to supervisory levels and licensing regulations.

EMPLOYER UNABLE TO TRAIN IN SOME ASPECTS OF QUALIFICATION

Where the employer is unable to train in some components of the qualification, the training provider should negotiate with the parties to determine how this gap in training could be bridged.

Where an alternative employer and/or venue are required, this should be recorded on the training plan. Arrangements for any associated payments, insurance issues and other industrial relation matters are the responsibility of the employer.

EMPLOYER UNABLE TO TRAIN IN ALL ASPECTS OF QUALIFICATION

Where the training provider considers that the employer does not have the capacity to train the apprentice in the nominated qualification, the training provider should report this immediately to the DTWD Apprenticeship Office as the delegate of the chief executive.

The training provider should outline why the employer is unable to meet the training requirements of the qualification together with any appropriate recommendation to redeem the situation.

The chief executive or his/her delegate may cancel the registration of a training contract if satisfied that the employer is unable to train the apprentice adequately or is not a fit and proper person[4] to enter into the contract.

WHEN THE EMPLOYER IS A GROUP TRAINING ORGANISATION

A group training organisation (GTO) as an employer is bound by the same obligations and responsibilities as any employer and must work with the training provider to negotiate a suitable training plan.

GTOs are required to comply with the *National Standards for Group Training Organisations* to ensure that apprentices are managed to support the quality and breadth of training and to guarantee that all work based learning requirements are met.

10.4 REQUIREMENTS OF A TRAINING PLAN

The training plan can be in any format the training provider prefers however the training plan must clearly state the following:

- the approved VET course the apprentice is undertaking according to the training contract;
- the training delivery and assessment strategy, both the on the job and off the job training that will be provided to the apprentice;
- when the training and assessment will be provided to the apprentice;
- where the training and assessment will be provided to the apprentice;
- how the training and assessment will be provided to the apprentice; and
- who (employer and/or training provider) will provide the training and assessment to the apprentice.

NEGOTIATING THE TRAINING PLAN

Under the training contract employers and apprentices must work with their training provider to develop a training plan that underpins all training necessary to achieve the selected qualification over the nominal term of the training contract.

[4] A fit and proper person, for the purpose of the registration of a training contract, relates to an employer's training record and treatment of previous and/or current apprentices.

A training provider must establish any individual learning requirements an apprentice may have before the commencement of training. This will identify any access and equity strategies and/or learning methods that may need to be adopted to maximise the apprentice's prospect of achieving the competencies required for their chosen qualification.

COMPETENCY BASED WAGE PROGRESSION AND TRAINING PLANS

For apprentices employed under a Modern Award with competency based wage progression, the training provider should also indicate the progression points for each stage as indicated in the training package.

The progression points identify to the employer and the apprentice the possible assessment and wage schedules.

CLAIMS FOR NATIONAL RECOGNITION

Training providers must provide national recognition for units of competency previously completed and deemed competent. These units of competency should be incorporated into the training plan.

Where a person recommences training and the training package has a revised version, the nominated training provider should determine the best education and training outcome for the apprentice and comply with the *Western Australian Training Package Transition Policy and Guidelines* or the *General Direction – Transition Teach Out Policy.*

CLAIMS FOR RECOGNITION OF PRIOR LEARNING (RPL)

Where the apprentice claims previous learning (not nationally recognised or formal) or work/life experience relevant to the apprenticeship, the employer and apprentice should discuss this with the nominated training provider. The training plan should identify the achievement of units of competency through RPL arrangements.

PAYMENT FOR OFF THE JOB TRAINING

All off the job training and assessment delivered in the workplace forms part of the apprentice's normal paid working hours. Time allocated for formal study must be clearly stated on the training plan.

Any training not detailed on the training plan is considered voluntary.

INDUSTRY SPECIFIC REQUIREMENTS

Any industry specific requirements necessary for the attainment of the nominated qualification must be recorded on the training plan. This includes identifying any licensing requirements.

DELIVERY OF TRAINING IN THE WORKPLACE

Where the training plan identifies training and assessment conducted in the workplace:

- adequate time must be set aside within normal working hours (paid) to enable the apprentice to meaningfully attend to their training obligations in the training plan;
- there should be an appropriate learning environment to support the apprentice to undertake their studies; and
- the employer, apprentice and the training provider must agree to the terms of this arrangement when the training plan is negotiated.

10.5 TRAINING RESPONSIBILITIES

Under the terms of the training contract, the employer, apprentice, guardian and nominated training provider have responsibilities and obligations to ensure that the on the job and off the job training requirements are fulfilled.

RESPONSIBILITIES OF THE EMPLOYER

The employer under the terms of the training contract agrees to:

- employ and train the apprentice as agreed in the training plan and ensure the apprentice understands the choices that he/she has regarding the training;
- provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentice while at work, in accordance with the training plan;
- ensure the apprentice receives on the job training and assessment in accordance with the training plan;
- provide work that is relevant and appropriate to the vocation and also to the achievement of the qualification referred to in the training contract;
- release the apprentice from work to attend any training and assessment specified in the training plan;
- pay the apprentice the appropriate wage to attend any training and assessment specified in the training plan. Any time spent by the apprentice in performing his/her obligations under the contract whether at the employer's workplace or not, is to be taken for all purposes (including the payment or remuneration) to be time spent working for the employer;
- work with the training provider and the apprentice to ensure the training plan is followed, keep training records up to date, and monitor and support the apprentice's progress; and
- notify the DTWD Apprenticeship Office within **five working days** if completion of the training contract has been jeopardised.

RESPONSIBILITIES OF THE APPRENTICE

The apprentice, under the terms of the training contract agrees to:

- work towards achieving the qualification stated in the training contract; and
- undertake any training and assessment in the training plan.

The apprentice must comply with the training provider's terms and conditions of enrolment and code of conduct or similar for students.

The apprentice, unless stated in the Award is responsible for the payment of fees and charges associated with the off the job training component.

RESPONSIBILITIES OF THE NOMINATED TRAINING PROVIDER

The nominated training provider must comply with the requirements of the *Vocational Education and Training Act 1996*, the AQTF, the AQF and the relevant training package.

The training provider is responsible for:

- negotiating a training plan within the specified timeframe;
- complying with the *Western Australia Training Package Transition Policy and Guidelines* or the *General Direction – Transition Teach Out Policy*;
- determining the employer's capacity to train in relation to the achievement of the qualification;
- training and assessment of the qualification;
- ensuring absenteeism by the apprentice is reported to the employer and the DTWD Apprenticeship Office, as appropriate;
- recording the achievement of competencies in line with the training plan;
- issuing the AQF certificate; and
- complying with the Travel and Accommodation Allowance, where appropriate.

NOTIFICATION TO DEPARTMENT

The training provider should notify the DTWD Apprenticeship Office as soon as practicable of any issues that may put the apprentice's training at risk, this may include:

- when the apprentice is unlikely to obtain the qualification (including selection of incorrect qualification);
- any poor attendance record of the apprentice at any approved VET training required for the qualification (more than three consecutive occasions);
- an employer not complying with the agreed training plan including not releasing the apprentice to attend any off the job training; or

- any poor attendance or performance of the apprentice at his/her workplace that is affecting progress against the agreed training plan.

RESPONSIBILITIES OF THE DEPARTMENT

The DTWD Apprenticeship Office is responsible for:

- supporting the employer, apprentice and nominated training provider during the training contract; and
- ensuring that any advice from the nominated training provider regarding the apprentice's progress or the parties' participation in training is investigated in a timely manner and the training provider is informed of the action taken.

10.6 COMMENCEMENT OF TRAINING

Training under apprenticeship arrangements should begin from the commencement date of the training contract. The employer should conduct an induction for the apprentice into the workplace including occupational health safety and welfare training and any other industry specific requirements.

10.7 RECORDING PROGRESS AGAINST TRAINING PLAN

The training provider must regularly review the apprentice's progress to record competencies achieved during the course of the training contract.

The achievement of competence as it applies to on and off the job training must be confirmed and recorded by both the employer and the training provider.

The training provider may choose to develop a training record book or training journal to record progression of competence.

PROGRESS AND COMPETENCY BASED WAGE PROGRESSION

For apprentices employed under a Modern Award with competency based wage progression, the attainment of units of competency as defined in the training plan provides for the apprentice's progression points/stages.

For information regarding the application of competency based wage progression, notification requirements and disagreements over the level of competence, refer to the relevant Modern Award at the Fair Work Ombudsman website (*http://fairwork.gov.au*).

10.8 AMENDING THE TRAINING PLAN

The training plan is considered an active document, and with the agreement of the parties it can be amended during the training contract. Amendments may include but are not limited to a change of training delivery type; dates of delivery, selection and/or sequence of competencies. It does not include a change of qualification as such a change would necessitate a variation to the training contract.

10.9 APPRENTICE NOT MAKING REASONABLE PROGRESS

Where an apprentice fails to achieve particular competence by the date scheduled in the training plan or is failing to make reasonable progress overall, action must be taken to remedy the situation and to enable the apprentice to complete within the nominal term.

The training provider, employer and apprentice must work together to negotiate a strategy to assist the apprentice to continue towards successful completion of the training contract.

The strategy may include but is not limited to:

- extra tuition and workplace assessment;
- broader workplace experience; and
- rescheduling of the timetable for achieving particular competencies to align with a time when workplace experiences will be available.

The training plan should be reviewed and amended accordingly.

The training provider should notify the DTWD Apprenticeship Office as indicated in *section 10.5*.

10.10 PROVIDING A REPORT ON APPRENTICE'S PERFORMANCE

The DTWD Apprenticeship Office under delegation of the chief executive may seek information from the training provider regarding the progress and training of an apprentice.

10.11 VARIATIONS TO TRAINING CONTRACT

The DTWD Apprenticeship Office will notify the nominated training provider of any variations to the training contract. The nominated training provider should review the training plan to ensure that the variation is reflected.

10.12 TRAINING PROVIDER UNABLE TO DELIVER ON TRAINING PLAN

Where a training provider is no longer in a position to support the delivery of training and assessment requirements for an apprentice, it should:

- advise the DTWD Apprenticeship Office immediately of the reasons it cannot continue as the nominated training provider.

- liaise with the parties to determine an alternative training provider to support the continuation of training; and
- update the training plan to reflect the apprentice's current level of competence.

10.13 AUDITING OF TRAINING AND ASSESSMENT DELIVERY

The delivery and assessment of training including the development of training plans may be audited in accordance with state and national regulations.

11 COMMENCEMENT AND REGISTRATION OF A TRAINING CONTRACT

This policy provides an overview of the requirements associated with the commencement and registration of a training contract.

This policy covers the following:

11.1 Probation periods of training contracts

11.2 Action required before to the end of the probation period

11.3 Apprenticeship commencement

11.4 Registering training contract

11.5 Appealing decision for refusal of registration

11.6 Cancellation of registration

11.7 Training contract ceases to have effect

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60D, 60E, 60F and 60H; and

Vocational Education and Training Regulations 2009 and in particular, regulations 39, 41, 42 and Schedule 1.

Key components of an apprenticeship

Supervision requirements

Training delivery and assessment requirements

Variations to a training contract

Dispute resolution

11.1 PROBATION PERIODS OF TRAINING CONTRACTS

The probationary period of the training contract begins on the commencement date of employment as stated in question three of the training contract and is included in the nominal term of the apprenticeship.

The probationary period provides an opportunity for the parties to assess their compatibility and to determine the apprentice's suitability for the vocation.

The period of probation is the shorter of:

- three months; or
- the period that is one-twelfth of the contract's nominal period.

The probation period must not be less than one month.

A party to a training contract may:

- withdraw from the contract during this period, provided that the appropriate notice is given. The applicable award or industrial agreement usually states the amount of notice that has to be given. Prior approval from the DTWD Apprenticeship Office as delegate of the chief executive is not required in this event however the employer must notify the DTWD Apprenticeship Office as delegate of the chief executive within **five working days** of the apprentice leaving their employment.
- apply in writing to the DTWD Apprenticeship Office as delegate of the chief executive to extend the initial period of probation. However, the extension must not exceed the original period of probation. The application must be made before to the completion of the original probation period.

11.2 ACTION REQUIRED BEFORE THE END OF THE PROBATION PERIOD

NOMINATED TRAINING PROVIDER

During the period of probation the nominated training provider must:

- negotiate a suitable training plan with the parties to the training contract;
- establish any applications for RPL; and
- determine the employer's capacity to train the apprentice when the training plan is being developed. Specifically, the nominated training provider is to consider the on-the-job training and when, where and how such training will be provided and who by.

If the employer, the apprentice, or nominated training provider under the training contract fails to sign a complying training plan within the required timeframe, an offence is committed. The Department may apply penalties in accordance with regulation 43 of the *Vocational Education and Training (General) Regulations 2009.*

11.3 APPRENTICESHIP COMMENCEMENT

When the training contract is registered by the DTWD Apprenticeship Office as delegate of the chief executive, the commencement date on the training contract as provided at question three will become effective.

11.4 REGISTERING TRAINING CONTRACT

The DTWD Apprenticeship Office as delegate of the chief executive must register or refuse a training contract as soon as practicable after it has been lodged.

APPROVING REGISTRATION

The DTWD Apprenticeship Office under delegation of the chief executive will register the training contract where:

- it is lodged within the required timeframe of **21 days**;
- all information provided in the training contract is appropriate;
- the apprentice meets eligibility criteria; and
- the employer is suitable and has the capacity to train.

Registration of the training contract will be confirmed in writing to the parties to the training contract.

REFUSING REGISTRATION OF TRAINING CONTRACT

The DTWD Apprenticeship Office under delegation of the chief executive may refuse to register a training contract within the required timeframe if:

- the contract was not lodged within the required timeframe; or
- the stated qualification is inappropriate; or
- the vocational outcome of the qualification is not relevant to the work the apprentice is currently undertaking or the work that will be undertaken; or
- the employer is not able to train the apprentice adequately or is not a fit and proper person to enter into the training contract; or
- the visa status of the apprentice does not support the employment and study arrangements specified in the training contract; or
- the registration of the training contract would result in an effect or outcome that is contrary to the objects of the *Vocational Education and Training Act 1996*; or
- for any reason prescribed in the regulations.

Where the DTWD Apprenticeship Office as delegate of the chief executive refuses the registration of a training contract, the parties to the training contract must be given written notice of the decision, including reasons.

11.5 APPEALING DECISION FOR REFUSAL OF REGISTRATION

A person who is dissatisfied by a decision made by the chief executive or his/her delegate under Section 60F of the *Vocational Education and Training Act 1996*, may appeal against the decision to the Western Australian Industrial Relations Commission.

11.6 CANCELLATION OF REGISTRATION

The DTWD Apprenticeship Office as delegate of the chief executive may cancel the registration of the training contract where satisfied that:

- a complying training plan has not been signed within the time required under regulation 43 of the *Vocational Education and Training (General) Regulations 2009*;
- the employer is not able to train the apprentice adequately or is not a fit and proper person to train an apprentice;
- the registration was obtained through the provisions of false or misleading information; or
- the contract has been terminated.

11.7 TRAINING CONTRACT CEASES TO HAVE EFFECT

A training contract will cease to have effect when:

- the chief executive or his/her delegate cancels the registration of a training contract; or
- the training contract is terminated; or
- the training contract expires.

12 VARIATIONS TO A TRAINING CONTRACT

This policy relates to variations to training contracts and includes variations such as change of business details, employment and/or working arrangements, the nominated training provider and the completion date of the training contract.

This policy covers the following:

12.1 Variations that can be made to a training contract

12.2 Specific information required for the type of variation

12.3 Change to completion date of a training contract

12.4 Change of personal details

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60C, 60D and 60E; and

Vocational Education and Training Regulations 2009 and in particular, regulation 35, 46, 52 and Schedule 1.

Key components of an apprenticeship

Training delivery and assessment requirements

Assignment (transfer) of a training contract

Suspension of a training contract

Dispute resolution

Completion of Training Contract and Certification

12.1 VARIATIONS THAT CAN BE MADE TO A TRAINING CONTRACT

The parties to a training contract may vary any or all of the following sections related to the training contract:

1. the qualification to which the contract relates;
2. the nominated training provider;
3. the employment arrangement that governs the employment of the apprentice (employment arrangements include but are not limited to workplace location; host employer; award);
4. whether working full time or part time under the contract; or
5. any other detail of the contract (includes completion date, change of parent/guardian and some aspects of personal information).

Any variation to a registered training contract must be given in writing and approved by the DTWD Apprenticeship Office as delegate of the chief executive prior to any change taking place.

It is the responsibility of the parties to provide the relevant information to effect the variation. Specific information for the particular variation is detailed below.

An application to vary a training contract will be provided by the DTWD Apprenticeship Office.

On receipt of any application for variation of a training contract, the DTWD Apprenticeship Office will:

- validate the application;
- where appropriate, approve and register the application; and
- inform parties, including the training provider, of the registration of the variation, highlighting any amendments to the original training contract.

Where the parties vary a training contract other than in accordance with this regulation, that variation has no effect.

12.2 SPECIFIC INFORMATION FOR THE TYPE OF VARIATION

1 VARIATIONS TO THE QUALIFICATION

If the parties to a training contract vary the qualification to which the contract relates, the parties must also vary:

- the nominal period of the contract if required; and
- other terms that are necessary.

In varying the qualification the parties must comply with:

- the requirements imposed under the related classification (Class A or B) of the new qualification;
- any pre conditions that must be satisfied before a training contract for the qualification can be entered into; and
- the period and terms of the training contract.

Variations to a qualification may include but are not limited to a situation where an apprentice's capacity to complete the original qualification stated in the training contract is no longer possible. Variations should be in a similar or the same qualification.

Where the variation to the qualification is caused by the requirement for a training provider to transition from a superseded training package or accredited course, the variation is to be made in accordance with the *Western Australian Training Package Transition Policy and Guidelines or the General Direction – Transition Teach Out Policy*.

2 VARIATIONS TO THE NOMINATED TRAINING PROVIDER

The parties to the training contract may make application to change the nominated training provider.

It is the responsibility of the parties to the training contract to ensure a written application is made to the DTWD Apprenticeship Office. The application should include:

- the apprentice and employer details;
- qualification being undertaken;
- details of the new training provider;
- effective date of the variation;
- reasons for the variation; and
- agreement of all parties.

3 VARIATIONS TO THE EMPLOYMENT ARRANGEMENTS

It is the responsibility of the parties to the training contract to ensure a written application is made to the DTWD Apprenticeship Office to maintain the intent of the training contract in particular, changes to the workplace location and host employer. The application should include:

- the apprentice and employer details;
- details of the new employment arrangement;
- effective date of the variation;
- reasons for the variation; and
- agreement of all parties.

4 VARIATIONS TO THE EMPLOYMENT TYPE

Parties to a training contract may vary a training contract by changing the employment status from full time to part time or vice versa.

This change may necessitate a change to the nominal term and completion date of the training contract.

It is the responsibility of the parties to the training contract to ensure a written application is initiated to apply for the variation to the employment type.

The application should contain:

- the apprentice details;
- the employer details;
- the new employment details including hours;
- effective date of the variation;
- reasons for the variations; and
- agreement of the parties.

5 VARIATIONS TO OTHER DETAILS OF A TRAINING CONTRACT

Variations to other details of a training contract may include any of the following:

a. change to completion date of a training contract (that is, extension or early completion);

b. change to details provided for the:

- apprentice;
- employer; and/or
- parent or guardian.

12.3 CHANGE TO COMPLETION DATE OF A TRAINING CONTRACT

The training provider and/or the employer in determining the apprentice's competence against the training plan and eligibility for certification are best placed to determine if a variation to the completion date is required.

ROLE OF THE EMPLOYER, APPRENTICE AND TRAINING PROVIDER

It is the responsibility of the parties to the training contract and the training provider to ensure a written application is initiated to apply for the variation (either an early completion or an extension) to the completion date.

The application must contain:

- the apprentice details;
- the employer details;
- the new completion date; and
- agreement of all parties and the training provider.

The request for a variation to the completion date of a training contract must be approved by the DTWD Apprenticeship Office as delegate of the chief executive to take effect.

Notes:

- Apprenticeship training is delivered as competency based training therefore this variation can only be applied in the final year of training or to finalise the training contract.
- An application to extend the training contract must be implemented before the original expiration date and should be for a period of time sufficient for the attainment of the required competencies. Failure to implement this variation would result in the expiration of the training contract without certification and the need for a new training contract.
- An extension to the term of a training contract should only be considered in situations where this action is in the best interest of the apprentice.
- An early completion to a training contract only be implemented when the apprentice has attained all required competencies for the qualification as indicated in the negotiated training plan and only with the agreement of the training provider, employer and apprentice that no further training is required.
- Where a party to the training contract **does not** agree with a request to vary the completion date, they should notify the DTWD Apprenticeship Office.

IMPLICATIONS ON TRAINING ARRANGEMENTS

Parties should be aware that a variation to the completion date of the training contract will have a direct bearing on training and employment arrangements including industrial relations and supervision requirements.

12.4 CHANGE OF PERSONAL DETAILS

Where during the term of the training contract, information provided regarding the apprentice, employer and/or parent/guardian changes, that person should inform the DTWD Apprenticeship Office, the nominated training provider and relevant Australian Apprenticeship Support Network (AASN).

13 ASSIGNMENT (TRANSFER) OF A TRAINING CONTRACT

This policy relates to the requirements associated with the assignment (transfer) of the training contract to another employer, including requirements associated with the sale of a business.

This policy covers the following:

13.1 Request to assign a training contract

13.2 Approving the request for assignment

13.3 Appealing decision for assignment

13.4 Probation period for assignment of training contract

13.5 Assignment due to sale of business

13.6 Employer does not agree to assignment

13.7 Renegotiation of the training plan

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60D and 60E; and

Vocational Education and Training Regulations 2009 and in particular regulation 47.

Key components of an apprenticeship

Training delivery and assessment requirements

Termination of a training contract

Dispute resolution

13.1 REQUEST TO ASSIGN A TRAINING CONTRACT

An employer may assign a training contract to another employer providing all parties agree to this action.

The apprentice may not commence with the new employer unless the employer (as indicated in the training contract) has given the DTWD Apprenticeship Office as delegate of the chief executive written notice of the proposed assignment providing the personal and business details of the new employer and written consent of the new employer, apprentice (and parent/guardian if required) to the assignment.

The DTWD Apprenticeship Office under delegation from the chief executive must approve the assignment before the apprentice commences with the new employer.

OFFENCE

If the employer assigns the training contract to another person without the approval from the chief executive or his/her delegate an offence is committed. The Department may apply penalties in accordance with regulation 47 of the *Vocational Education and Training (General) Regulations 2009*.

Notes:

Where there is a break in service, the training contract should be terminated and a new training contract signed.

Where a request to assign a training contract occurs during the probation period, the training contract will be terminated and a new training contract signed.

13.2 APPROVING REQUEST FOR ASSIGNMENT

The DTWD Apprenticeship Office under delegation from the chief executive may refuse to approve the assignment of a training contract if:

- the new employer is not able to train the apprentice adequately; or
- is not a fit and proper person to be assigned the contract.

Advice relating to the assignment of the training contract will be provided to the parties, nominated training provider and the relevant Australian Apprenticeship Support Network (AASN).

13.3 APPEALING DECISION FOR ASSIGNMENT

A party to the training contract who is dissatisfied by a decision of the chief executive or his/her delegate in this matter may appeal against it to the Western Australian Industrial Relations Commission.

13.4 PROBATION PERIOD FOR ASSIGNMENT OF TRAINING CONTRACT

Where a training contract is assigned to another employer, the apprentice is on probation for a period of one month from the date of commencement with the new employer.

13.5 ASSIGNMENT DUE TO SALE OF BUSINESS

When a business is sold, the new business owner is not obliged to continue with the training contract.

Where a new business owner chooses to continue the employment of the apprentice under the training contract arrangements, the employer (as indicated in the training contract) must notify the DTWD Apprenticeship Office as delegate of the chief executive of the sale.

The written notice of the proposed assignment should include the personal and business details of the new owner and written consent of the new owner, apprentice (and parent/guardian if required) to the assignment.

The DTWD Apprenticeship Office under delegation from the chief executive must approve the assignment before the apprentice commences with the new owner.

Where the new owner does not agree to the assignment of the training contract, the apprenticeship will be terminated, refer to *Termination of a training contract*.

APPRENTICES COMMENCED PRIOR TO 10 JUNE 2009

Where the business or part of the business is sold, the training contract will be assigned to the purchaser unless the chief executive or his/her delegate approves the termination of the training contract.

13.6 EMPLOYER DOES NOT AGREE TO ASSIGNMENT

Under the VET legislation, the employer (as indicated on the training contract) must initiate and provide information of the assignment to the DTWD Apprenticeship Office as the delegate of the chief executive. Where that employer does not agree to the assignment, the apprentice cannot be assigned to another employer.

13.7 RENEGOTIATION OF THE TRAINING PLAN

Where a training contract is assigned to another employer, the training provider is required to:

- review the training plan with the apprentice and the original employer (to update competencies as applicable); and
- review the training plan with the apprentice and the new employer to determine if units of competency are still applicable; and
- determine if the new employer has the capacity to train.

For further information refer to *Training delivery and assessment requirements*.

14 TERMINATION OF A TRAINING CONTRACT

This policy relates to the requirements associated with the termination of a training contract.

This policy covers the following:

14.1 Termination during the probation period

14.2 Termination of a training contract

14.3 Requesting termination of a training contract

14.4 Confirming termination of a training contract

14.5 Receiving advice from other agencies

14.6 Appealing decision for termination

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60D, 60F and 60G; and

Vocational Education and Training Regulations 2009 and in particular, regulations 44, 50 and Schedule 1.

Key components of an apprenticeship

Commencement and registration of a training contract

Variations to a training contract

Suspension due to serious misconduct

Dispute resolution

14.1 TERMINATION DURING THE PROBATION PERIOD

The probationary period commences at the beginning of the training contract and provides an opportunity for the parties to assess their compatibility and to determine the apprentice's suitability for the vocation.

During this period, either party may terminate the training contract. Appropriate notice as stated in the applicable award or industrial agreement should be given.

The employer must notify the DTWD Apprenticeship Office as delegate of the chief executive within **five working days** of the apprentice ceasing the apprenticeship.

14.2 TERMINATION OF A TRAINING CONTRACT

Under legislation termination of the training contract, other than during the probation period, occurs where:

1. the parties mutually agree with the decision to terminate; or
2. the parties do not agree to terminate the training contract and the DTWD Apprenticeship Office as delegate of the chief executive approval is required.

In either case, the employer must notify the DTWD Apprenticeship Office as delegate of the chief executive within **five working days** if the training contract has been jeopardised.

OFFENCE

If an employer terminates the training contract without the informed consent of the apprentice or the approval from the chief executive (or his/her delegate) an offence is committed. The Department may apply penalties in accordance with section 60G of the *Vocational Education and Training Act 1996*.

APPLICATION FORM

Written application for termination of a training contract is required and must provide the effective date of termination, the reason/s for termination and the signatures of the parties. A standard form can be obtained from the DTWD Apprenticeship Office.

An application that is not in the standard form will be accepted providing all required information has been supplied.

OBTAINING CONSENT OF ALL PARTIES

Where the signature of a party to the training contract cannot be obtained, the DTWD Apprenticeship Office may process the application for termination providing the principles of procedural fairness have been observed.

14.3 REQUESTING TERMINATION OF A TRAINING CONTRACT

The termination of a training contract may be requested in the following manner.

1. PARTIES MUTUALLY AGREE WITH TERMINATION

Where all parties agree with the termination of the training contract, the parties must provide written notification to the DTWD Apprenticeship Office confirming the effective date of termination and reason for termination.

2. PARTIES DO NOT AGREE WITH TERMINATION

Where a party to the training contract does not agree with the termination of the training contract, the situation will be investigated by the DTWD Apprenticeship Office. If appropriate, mediation will be undertaken to resolve the situation and allow the continuation and/or termination of the training contract.

Where mediation with the parties is unable to resolve the situation the matter may be progressed to a hearing.

The DTWD Apprenticeship Office under delegation from the chief executive will consider the application for termination.

EMPLOYER INSTIGATES TERMINATION

The employer must notify the DTWD Apprenticeship Office under delegation from the chief executive within **five working days** where:

- the business has ceased or is about to cease operation;
- the business operations have changed significantly so that it can no longer support the training contract; or
- a change of circumstances has occurred since the training contract was signed preventing the continuation of the training arrangements.

In seeking approval to terminate a training contract, the employer must provide the DTWD Apprenticeship Office as delegate of the chief executive, with a written application indicating the reasons for the request and a copy of this written application must be given to the apprentice.

Approval to terminate a training contract will not be given where coercion or undue pressure has been placed on any party to consent to termination.

Note: This advice does not apply to termination for misconduct, refer to *Suspension due to serious misconduct*.

APPRENTICE INSTIGATES TERMINATION

The apprentice should advise their employer and the DTWD Apprenticeship Office as delegate of the chief executive, of their intention and reason/s for requesting the termination of their training contract.

Where the employer accepts the request for termination, mutual termination will apply. Where the employer does not accept the request, the apprentice and/or employer may contact the DTWD Apprenticeship Office to seek determination of the matter.

Reasons which concern issues of occupational health, safety and welfare; industrial relations, harassment and/or alleged activities of an unlawful nature are to be reported to the appropriate agency and/or authorities.

The welfare of other apprentices in the workplace should also be determined and appropriate action taken to ensure their safety and well being.

14.4 CONFIRMING TERMINATION OF A TRAINING CONTRACT

The DTWD Apprenticeship Office will process and record the application for termination of a training contract in a timely manner.

Confirmation of termination will be provided to the parties to the training contract, the nominated training provider and the relevant Australian Apprenticeship Support Network (AASN).

14.5 RECEIVING ADVICE FROM OTHER AGENCIES

Where advice is received from the training provider, AASN or similar, that an apprentice is no longer continuing with their training contract and/or is no longer employed, the DTWD Apprenticeship Office will confirm the situation with the parties and take the necessary action to terminate the training contract or vary the training contract to reflect the correct situation.

For information on what variations to the training contract are possible refer to the *Variations to a training contract*.

14.6 APPEALING DECISION FOR TERMINATION

Where a party to the training contract is dissatisfied with a decision of the chief executive or his/her delegate relating to termination of a training contract, they may appeal to the Western Australian Industrial Relations Commission.

15 SUSPENSION OF A TRAINING CONTRACT

This policy provides information on the requirements associated with the suspension of a training contract due to the inability of the apprentice or the employer to temporarily comply with the terms of the training contract.

This policy does not relate to suspension due to serious misconduct. For information on this matter refer to *Suspension due to serious misconduct*.

This policy covers the following:

15.1 Suspension of a training contract

15.2 Requesting suspension of a training contract

15.3 Confirming suspension of a training contract

15.4 Amending the period of suspension

15.5 Resuming the training contract

15.6 Training contract not resumed

15.7 Appealing decision pertaining to suspension

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60D and 60E; and

Vocational Education and Training Regulations 2009 and in particular, regulations 48, 49, 53 and 54.

Key components of an apprenticeship

Suspension due to serious misconduct

Dispute resolution

15.1 SUSPENSION OF A TRAINING CONTRACT

Suspension of a training contract provides for the parties to 'break' the training obligations of the apprenticeship for an agreed period of time.

An employer cannot suspend a training contract, without the consent of the other parties, except on the ground that the apprentice has engaged in serious misconduct. Refer to *Suspension due to serious misconduct*.

Note:

Suspension of a training contract, in general terms, does not apply during the probation period. The training contract should be terminated and another training contract signed when the parties are able to meet the training obligations. In a situation of work related injury and/or illness, all legal requirements regarding the apprentice must be adhered to regardless of when the suspension occurs.

GROUNDS FOR SUSPENSION

Grounds for suspension under this policy include but are not limited to the following:

- apprentice related issues: medical reasons (extended illness, workers' compensation, maternity leave) and leave without pay; and
- employer related issues: economic or financial downturn; renovations to the workplace; absence of appropriately qualified and/or licensed staff.

GTOs experiencing host placement difficulties should comply with the requirements as outlined in the *National Standards for Group Training Organisations.*

CONDITIONS OF SUSPENSION

The period of suspension cannot exceed a continuous period of 12 months, except with the prior approval of the DTWD Apprenticeship Office under delegation from the chief executive.

On the expiration of the period of suspension, the employer must accept the apprentice into the workplace, where this is no longer possible the employer should contact the DTWD Apprenticeship Office.

If appropriate, the apprentice may continue with the off the job training component of the apprenticeship.

SUSPENSION TO BE FULL TIME

There is no provision in the VET legislation for suspension of a training contract other than on a full time basis. Arrangements for amending the hours of employment and training should be considered as a variation to the training contract. For further information refer to *Variations to a training contract*.

15.2 REQUESTING SUSPENSION OF A TRAINING CONTRACT

The employer must provide the DTWD Apprenticeship Office as delegate of the chief executive with written notice within **21 days** after the date on which the parties agree to the suspension indicating:

- that the training contract has been suspended;
- the date on which the suspension takes effect;
- the period of the suspension; and
- the reason/s for the suspension.

OFFENCE

If the employer fails to provide advice of the suspension to the DTWD Apprenticeship Office under delegation from the chief executive within 21 days after the date on which the parties agree to the suspension, an offence has occurred. The Department may apply penalties in accordance with regulation 48 of the *Vocational Education and Training (General) Regulations 2009*.

15.3 CONFIRMING SUSPENSION OF A TRAINING CONTRACT

The DTWD Apprenticeship Office will process and record the application for suspension in a timely manner.

Confirmation of the suspension request will be provided to the parties to the training contract, the nominated training provider and the relevant Australian Apprenticeship Support Network (AASN).

15.4 AMENDING THE PERIOD OF SUSPENSION

The period of suspension may be extended by written advice to the DTWD Apprenticeship Office. The total period of suspension must not exceed a continuous period of 12 months from the initial date of suspension.

The period of suspension may be lifted prior to the agreed date with the consent of the parties. Suspension will cease to have effect from the day before the apprentice resumes in the workplace as an apprentice.

15.5 RESUMING THE TRAINING CONTRACT

At the conclusion of the period of suspension the apprentice is to resume training with the employer.

On the reinstatement of the training contract, the nominated completion date will be amended by the period of suspension. No consideration will be given to reducing this period for any related work undertaken during the period of suspension.

15.6 TRAINING CONTRACT NOT RESUMED

The training contract will be terminated from the last working date by the DTWD Apprenticeship Office under delegation from the chief executive, where the:

- apprentice does not resume his/her training contract with the employer; or
- employer is no longer in a position to re-instate the apprentice at the conclusion of the period of suspension.

15.7 APPEALING DECISION PERTAINING TO SUSPENSION

Where a party to the training contract is dissatisfied with the decision of the chief executive or his/her delegate they may appeal to the Western Australian Industrial Relations Commission.

16 SUSPENSION DUE TO SERIOUS MISCONDUCT

This policy relates to the requirements associated with the suspension of a training contract due to serious misconduct.

This policy covers the following:

16.1 Definition of serious misconduct

16.2 Suspension for alleged serious misconduct

16.3 Conditions of suspension for alleged serious misconduct

16.4 Off the job training may continue

16.5 Training contract to be re-instated or terminated

16.6 Determination of application

16.7 Notification of decision

16.8 Appealing decision pertaining to serious misconduct

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60D and 60E; and

Vocational Education and Training Regulations 2009 and in particular, regulations 49, 53, 54.

Key components of an apprenticeship contract

Dispute resolution

16.1 SERIOUS MISCONDUCT

Serious misconduct for the purpose of this policy may include but is not limited to the following[5].

a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the training contract;

b) conduct that causes serious and imminent risk to:

   i) health or safety of a person; or

   ii) the reputation, viability or profitability of the employer's business.

c) the apprentice, in the course of his/her employment, engaging in:

   i) theft; or

   ii) fraud; or

   iii) assault;

[5] Adapted from Fair Work Regulations 2009- Regulation 1.07

d) the apprentice refusing to carry out a lawful and reasonable instruction that is consistent with the training contract;

e) the apprentice being intoxicated at work.

The apprentice is taken to be intoxicated if the apprentice's faculties are, by reason of the apprentice being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the apprentice is unfit to be entrusted with their duties or with any duty that the employee may be called upon to perform.

16.2 SUSPENSION FOR ALLEGED SERIOUS MISCONDUCT

In cases of alleged serious misconduct, employers may suspend the training contract and instruct the apprentice to leave the workplace immediately.

In this situation the employer must provide notification to the apprentice and the DTWD Apprenticeship Office as delegate of the chief executive in the following manner:

NOTIFICATION TO THE APPRENTICE

Provide the apprentice with written notice (referred as the '***suspension notice'***) outlining:

- that the training contract is suspended on the grounds that the apprentice has engaged in serious misconduct;
- when the suspension has effect (which must not be earlier than when the apprentice is given notice). That is, suspension is effective from the same day as the incident of serious misconduct; and
- specific details of the apprentice's alleged misconduct.

NOTIFICATION TO THE DEPARTMENT

The employer must provide the DTWD Apprenticeship Office as delegate of the chief executive with a copy of the ***suspension notice*** before **5.00pm** on the next working day.

OFFENCE

If the employer fails to give a copy of the ***suspension notice*** to the chief executive or his/her delegate before 5.00 pm on the next working day, an offence has occurred. The Department may apply penalties in accordance with regulation 49 of the *Vocational Education and Training (General) Regulations 2009*.

Notes:

- Employers should exercise Duty of Care responsibilities when sending apprentices home for misconduct particularly where the person is allegedly under the influence of drugs and/or alcohol. For apprentices under the age of 18 years, the employer should also notify the parent/guardian.
- Host employers of apprentices engaged through group training arrangements should contact the GTO to seek advice in this matter.

16.3 CONDITIONS OF SUSPENSION FOR ALLEGED SERIOUS MISCONDUCT

Following the issuance of the ***suspension notice***:

- the employer must continue to **pay the apprentice** as though the training contract is not suspended; and
- the apprentice must not attend the workplace during the period of suspension.

OFFENCE

If the employer fails to pay the apprentice or the apprentice returns to the workplace during the period of suspension, an offence has occurred. The Department may apply penalties in accordance with regulation 49 of the *Vocational Education and Training (General) Regulations 2009*.

16.4 OFF THE JOB TRAINING MAY CONTINUE

The apprentice may attend any approved VET course required for the qualification during the suspension.

16.5 TRAINING CONTRACT TO BE RE-INSTATED OR TERMINATED

After suspending the training contract on the grounds of alleged serious misconduct, the employer must decide within **seven days** of the date of suspension (as stated in the suspension notice) if he/she will re-instate the apprentice or apply for termination of the training contract.

REINSTATING THE APPRENTICE

The employer may at any time cancel the suspension of the training contract by giving the apprentice written notice stating the date the suspension will cease.

The employer must provide a copy of the written notice advising the apprentice of the cancellation of the suspension and return to work, to the DTWD Apprenticeship Office as delegate of the chief executive before **5.00pm** on the next working day.

Failure to do so may incur penalties applied by the Department in accordance with regulation 49 of the *Vocational Education and Training (General) Regulations 2009*.

TERMINATION OF A TRAINING CONTRACT

Where the employer decides to terminate the training contract, the employer must make written application to the chief executive or his/her delegate and provide a copy of this application to the apprentice.

Failure to do so may incur penalties by the Department in accordance with regulation 49 of the *Vocational Education and Training (General) Regulations 2009*.

16.6 DETERMINATION OF APPLICATION

On receipt of the application, the DTWD Apprenticeship Office as delegate of the chief executive will determine if the apprentice has engaged in serious misconduct.

The DTWD Apprenticeship Office as delegate of the chief executive must give the applicant and parties to the training contract and any other person who may be affected by the decision reasonable opportunity to provide evidence and make submissions relevant to the application.

All applications regarding termination of the training contract due to serious misconduct will be investigated and determined within **five working days**.

APPLICATION APPROVED

Where the DTWD Apprenticeship Office as delegate of the chief executive determines that the apprentice has engaged in serious misconduct the training contract will be terminated effective from the date of the DTWD Apprenticeship Office as delegate of the chief executive's decision.

APPLICATION REFUSED

Where the DTWD Apprenticeship Office as delegate of the chief executive determines that termination due to serious misconduct is not valid, suspension will be cancelled from the day after the decision is made by the chief executive. This will also be the date the apprentice should return to work.

The nominal completion date of the training contract will not be altered by the period of suspension.

16.7 NOTIFICATION OF DECISION

Written confirmation of the outcome and reason/s for the decision will be forwarded to all parties as soon as practicable after the chief executive's or his/her delegate's decision.

16.8 APPEALING DECISION PERTAINING TO SERIOUS MISCONDUCT

Where a party to the training contract is dissatisfied with the decision of the chief executive or his/her delegate, they may appeal to the Western Australian Industrial Relations Commission within **14 days** of the decision being made.

17 DISPUTE RESOLUTION

This policy relates to the requirements associated with the resolution of disputes between the parties of a training contract.

This policy covers the following:

17.1 Disputes relating to the training contract

17.2 Formal resolution

17.3 Appeals against decision

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60B; 60C and 60D; and

Vocational Education and Training Regulations 2009 and in particular, regulations 53 and 54.

Key components of an apprenticeship

Termination of a training contract

Suspension of a training contract

Variations to a training contract

17.1 DISPUTES RELATING TO THE TRAINING CONTRACT

Parties to the training contract including the nominated training provider may request assistance from the DTWD Apprenticeship Office to resolve matters in dispute under training contract arrangements.

All disputes reported to the DTWD Apprenticeship Office as delegate of the chief executive will be assessed to determine the jurisdiction of the dispute and if the dispute remains unresolved it will be referred to the appropriate authority. Disputes regarding:

- assessment, training delivery and training plan should be directed to the nominated training provider;
- wage rates and matters should be directed to the appropriate Industrial Relations agency; and
- health and safety concerns will be referred to WorkSafe.

All requests requiring mediation of the parties should be conducted in a timely manner.

17.2 FORMAL RESOLUTION

Matters will be referred for formal resolution where previous attempts to mediate an agreed outcome with the parties cannot be achieved.

APPLICATION FOR FORMAL RESOLUTION

An application for a hearing should be made in writing and clearly identify the reason/s for the request and the relevant regulation that the request is being made under.

In reaching a decision on the disputed matter the DTWD Apprenticeship Office as delegate of the chief executive may or may not decide to conduct a hearing involving the parties.

REPRESENTATION AT A HEARING

The chief executive or his/her delegate must give parties to the training contract and any other person who may be affected by the matter in dispute, reasonable opportunity to provide evidence and make submissions relevant to the application.

Any party to the training contract may seek approval from the DTWD Apprenticeship Office as delegate of the chief executive for representation at the hearing. As appropriate, representation may be sought from an employer association, union association or if a point of law is to be discussed, a lawyer.

ADVISING OF DECISION

As soon as practicable after the application is heard, the chief executive or his/her delegate, must provide written notice of the decision and the reason/s to the parties to the training contract.

17.3 APPEALS AGAINST DECISION

Where a party to the training contract is dissatisfied with a decision of the chief executive or his/her delegate they may appeal to the Western Australian Industrial Relations Commission. Appeals can be made in relation to:

- Regulation 39 - Probation periods of the training contract;
- Regulation 46 - Variations of training contract by parties;
- Regulation 47 - Assignment of training contract to another employer; or
- Regulation 48 - Suspension of training contract by parties.

18 OUT OF CONTRACT APPRENTICES AND TRAINEES

This policy applies to apprentices and trainees with a cancelled or terminated training contract who were undertaking a qualification with the training type ‘apprenticeship’ or ‘traineeship’.

Apprentices and trainees with a cancelled or terminated training contract may continue to attend the off-the-job training program as outlined in their negotiated training plan at their nominated training provider.

Apprentices and trainees with a cancelled or terminated training contract must not undertake more off-the-job training than would normally be undertaken if they were employed under a training contract.

An apprentice or trainee cannot be conferred with an AQF Certificate under an apprenticeship or traineeship pathway under the out-of-contract arrangement.

The Department will fund the training provider for delivery of training to these apprentices and trainees for a period of up to six months from the date when the record of their training contract is administratively closed on the Department’s system.

19 COMPLETION OF TRAINING CONTRACT AND CERTIFICATION

This policy outlines the requirements associated with the completion of a training contract and issuance of a certificate.

This policy covers the following:

19.1 Completing a training contract

19.2 Determining competence

19.3 Responsibilities of nominated training provider

19.4 Responsibilities of the Department

19.5 Certification

This policy is supported by the:

Vocational Education and Training Act 1996 and in particular, sections 60B; 60C and 60D; and

Vocational Education and Training Regulations 2009 and in particular, regulation 52 and Schedule 1.

Key components of an apprenticeship

Training delivery and assessment requirements

Variations to a training contract

19.1 COMPLETING A TRAINING CONTRACT

The nominated training provider must notify the DTWD Apprenticeship Office as delegate of the chief executive that:

- the apprentice has achieved all the required competencies for the qualification being undertaken;
- that the employer and apprentice have confirmed the attainment of these competencies; and
- the agreed date for the successful completion of the training contract, either the completion date of the nominal term or an alternative date.

This notification is to be sent within **21 days** of the nominated completion on the training contract or in the case of an early completion, the negotiated completion date.

Failure to do so may incur penalties applied by the Department in accordance with regulation 52 of the *Vocational Education and Training (General) Regulations 2009*.

19.2 DETERMINING COMPETENCE

The nominated training provider is to:

- determine the competence of the apprentice in accordance with the prescribed VET qualification nominated on the training contract; and
- ensure that the assessment of competence is undertaken in a timely manner to ensure that the apprentice and/or employer are not disadvantaged.

COMPETENCE ACHIEVED BEFORE THE COMPLETION DATE

Where the apprentice has achieved competence to the satisfaction of the employer and training provider, the training contract can be completed and the certificate issued. Refer to *Variations to a training contract.*

COMPETENCE NOT ACHIEVED BEFORE THE COMPLETION DATE

Where an apprentice is unlikely to achieve competence, the training provider should enter into discussion with the employer and apprentice to determine if the training will be extended. Refer to *Variations to a training contract*.

Where the parties are not willing to negotiate an extension to allow the achievement of the required competencies, the training provider is to notify the DTWD Apprenticeship Office as delegate of the chief executive of this discussion and that the apprentice is not yet competent in the prescribed qualification. The training provider must issue the apprentice with a Statement of Attainment outlining the competencies that have been successfully achieved.

DIFFERENCE OF OPINION REGARDING COMPETENCE

If the employer and/or apprentice disagree with the training provider's assessment and the impact this has on the completion of the training contract, then the employer and/or apprentice should use the training provider's grievance process.

For apprentices employed under a Modern Award with competency based wage progression, the Award may also provide for dispute resolution. Refer to the relevant Award at the Fair Work Ombudsman website for details (*http://www.fairwork.gov.au*)

19.3 RESPONSIBILITIES OF NOMINATED TRAINING PROVIDER

With respect to the completion of the training contract, the nominated training provider is responsible for:

- conferring competence of the prescribed VET qualification with the employer and apprentice;

- where competencies will not be achieved by the nominated completion date, or competencies have been achieved prior to the nominated completion date, an application for a variation to the training contract is required; Refer to *Variations to a training contract*.
- advising the DTWD Apprenticeship Office as delegate of the chief executive of the completion date of the training contract (within **21 days** of the nominated or negotiated completion date); and
- issuing the AQF certificate.

19.4 RESPONSIBILITIES OF THE DEPARTMENT

The DTWD Apprenticeship Office will:

- amend the apprentice's training record status; and
- issue a Trade Certificate to persons undertaking a qualification with a training type of apprenticeship as defined in the *Public Register of Prescribed Vocational Education and Training Qualifications*.

19.5 CERTIFICATION

A person successfully completing a training contract is eligible to receive a certificate declaring competence in the prescribed VET qualification from the nominated training provider.

The certificate should include the wording, 'achieved through apprenticeship, traineeship, cadetship or internship arrangements' as appropriate.

TRADE CERTIFICATE

A person who has undertaken an apprenticeship, as defined in the *Public Register of Prescribed Vocational Education and Training Qualifications*, and received confirmation of the successful completion of the qualification and has been issued with an AQF certificate, will be eligible to receive a Trade Certificate from the DTWD Apprenticeship Office.

REQUESTS FOR A REPLACEMENT CERTIFICATE

Persons seeking a replacement AQF certificate should contact the training provider who originally issued the certificate.

In the case where the training provider has ceased to operate, the person should contact the Training Accreditation Council or the Australian Skills Quality Authority.

Persons seeking a replacement Trade Certificate should contact the DTWD Apprenticeship Office.

20 APPENDIX 1 - GLOSSARY

Apprentice - a person generally aged 15 years or more who is undertaking an approved apprenticeship, traineeship, cadetship or internship that leads to a nationally recognised qualification under a training contract. This term refers to apprentices, trainees, cadets and interns, unless specified otherwise.

Apprenticeship - a structured employment based training program that leads to apprentices gaining a nationally recognised qualification. Apprenticeships (including apprenticeships, traineeships, cadetships and internships) may be full time, part time or school based.

Assignment (of a training contract) - the transfer of a training contract to another employer to allow the continuation of apprenticeship training.

Assessment - the process of collecting evidence and making judgments on whether competency has been achieved to confirm that an individual can perform to the standard expected in the workplace, as expressed by the relevant endorsed industry/enterprise competency standards of a training package or by the learning outcomes of an accredited course.

Australian Qualification Framework (AQF) qualification - is a nationally recognised complete program of learning that leads to formal certification that a graduate has achieved learning outcomes as described in the AQF.

Australian Quality Training Framework (AQTF) - the national set of standards which assure nationally consistent, high quality training and assessment services for the clients of Australia's vocational education and training systems. Training providers must meet and maintain the standards within the AQTF.

Australian Skills Quality Authority – national regulator for the vocational education and training sector, refer to *http://www.asqa.gov.au*

Certificate level - refers to the AQF qualification.

Class A qualification - means a qualification that can only be obtained by:

- fulfilling the obligations of an apprentice under a training contract; or
- demonstrating competence under Part 7, Division 3 of the VET Act.

Class B qualification - means a qualification that can be obtained:

- by fulfilling the obligations of an apprentice under a training contract; or
- through an institutional learning pathway (subject to conditions); or
- by demonstrating competence under Part 7, Division 3 of the VET Act.

Class C qualification - means a qualification that can only be obtained:

- through an institutional learning pathway; or
- by demonstrating competence under Part 7, Division 3 of the VET Act.

Competence - is the consistent application of knowledge and skill to the standard of performance required in the workplace. It embodies the ability to transfer and apply skills and knowledge to new situations and environments.

Competency based training - is an approach to learning where emphasis is placed on what a learner can do in the workplace as a result of their training. Learners who have successfully achieved competence will have the skills and knowledge they need to complete workplace activities in a range of different situations and environments, to an industry standard of performance that is expected in the workplace.

Competency-based training is usually based on performance standards that have been set by industry. Competency-based assessment materials are designed to ensure that each learner has achieved all the outcomes (skills and knowledge) required by each unit of competency. Training can take place both on and off the job using a variety of delivery modes and methods.

Competency Based Wage Progression – pay structure under some Modern Awards that acknowledges the apprentice's attainment of competency during the apprenticeship. Refer to the Fair Work Ombudsman at *http://www.fairwork.gov.au*

Employer - refers to a person who engages workers under a contract of employment or apprenticeship scheme. This term also includes group training organisations.

Existing worker - a person employed with the same employer for more than three months full-time or 12 months part time immediately prior to the commencement date of a traineeship.

Extension (of a training contract) - a variation to a training contract that provides additional time under apprenticeship arrangements to allow the apprentice to gain the necessary skills and experience to successfully complete their apprenticeship.

Extract of service - is an official document issued by state training authorities. This document confirms the training undertaken and period/s served under the training contract/s.

Fit and proper person – for the purposes of this policy and the registration of a training contract, relates to an employer's training record and treatment of previous and/or current apprentices.

Gap training - the training required to enable a candidate to acquire missing competencies in their skills and knowledge. This term is generally used in the RPL process.

Group training organisation (GTO) - an organisation that employs apprentices, trainees and cadets under a training contract and places them with host employers. The organisation undertakes the employer responsibilities for the quality and continuity of the apprentices' employment and training. Refer to: *http://www.grouptrainingwa.com.au*

Guardian - (for the purpose of an apprenticeship) refers generally to the apprentice's parent or the person legally entrusted with the rights of a minor. A guardian is required for apprentices until they attain the age of 18 years or the completion of the training contract, whichever occurs first.

Host employer - an employer who employs apprentices through group training arrangements.

Institutional learning - means individuals are enrolled with a training provider to complete a nationally recognised qualification. There is no employment relationship, contract of training or period of indenture.

National Recognition - training providers must recognise the AQF qualifications and Statements of Attainment issued by all other registered training providers.

National Standards for group training organisations - refers to eight minimum standards, applied consistently across all States and Territories that GTOs must comply with before being registered.

Nominal term - the period of time under training contract arrangements deemed appropriate to achieve competence in a particular qualification, as listed on *The Public Register of Apprenticeship and Traineeship Qualifications*, refer to *www.vetinfonet.dtwd.wa.gov.au*

Off the job training - training that takes place away from a person's job, usually off the premises and at the training provider premises but may be on the premises of the employer/enterprise such as in a special training area.

On the job training - training acquired or learned while working at a job. Training is provided by the supervisor/employer.

Parties to the training contract - refers to the employer, the apprentice and where appropriate, the guardian (of the apprentice) who have entered into the apprenticeship arrangement.

Pre-apprenticeship - a Certificate II qualification, delivered with real or simulated workplace tasks and work placement to provide learners with industry specific training to gain skills, knowledge and behaviours to enable transition into an indentured apprenticeship. NOTE: A pre-apprenticeship can only be delivered as part of The WA Pre-apprenticeship Program 2015, a Department of Training and Workforce Development funded program. .

Private Training Provider (PTP) – refer to definition for training provider.

Recognition of Prior Learning (RPL) - is an assessment process that involves assessment of an individual's relevant prior learning (including formal, informal and non formal learning).

School based apprentice - a full time enrolled school student, generally aged 15 years or more, enrolled in the WACE and undertaking a prescribed Class A or B qualification approved for commencement by a school based apprentice under a training contract. Approval for a person of compulsory

school age to participate in a school based apprenticeship must be obtained from the school.

School-based trainee - a full time enrolled school student, generally aged 15 years or more who is enrolled in the WACE and undertaking a prescribed Class A or B qualification approved for commencement by a school based trainee under a training contract. Approval for a person of compulsory school age to participate in a school based traineeship must be obtained from the school.

State Training Provider (STP) - previously known as TAFE colleges, refer to definition for training provider.

Statement of Attainment - is issued by the training provider and confirms that one or more nationally recognised units of competency have been completed.

Suspension (of training contract) - is a temporary postponement of a training contract for a period of time agreed by the apprentice and employer.

Training Accreditation Council (TAC) - is the Western Australian registering and course accrediting body. Refer to: *http://www.tac.wa.gov.au*

Training contract - means a legally binding agreement between an employer, an apprentice, their legal guardian where required, to undertake an apprenticeship. The contract contains information such as the qualification, employer details, apprentice personal details, training provider, employment arrangements, nominal term and specifies employer and apprentice obligations and responsibilities.

Training journal/Training record book - a document provided by the training provider to the apprentice for the purpose of monitoring the progress of the apprentice against the training plan. The provision of this document is optional.

Training package is a nationally endorsed, integrated set of competency standards, assessment requirements, Australian Qualification Framework qualifications, and credit arrangements for a specific industry, industry sector or enterprise (source: *Standards for VET Regulators 2011*).

Training plan - outlines the training delivery and assessment strategy to be undertaken throughout the apprenticeship training contract. It is developed by the nominated training provider in accordance with the VET Act and Regulations and in negotiation with the parties to the training contract.

Training provider - is a state (STP) or private (PTP) training organisation registered by a state or territory recognition authority to deliver training and/or conduct assessments and issue nationally recognised qualifications in accordance with the AQTF.

Unit of competency - means the specification of industry knowledge and skill and the application of that knowledge and skill to the standard of performance expected in the workplace (source: *Standards for NVR Registered Training Organisations 2012*).

Variation (of training contract) - amendments that alter the original content of the training contract.

Vocational education and training - means education, instruction, training or experience that encompasses the development of skills, knowledge and attitudes in any vocation, or in any academic or practical discipline relevant to a particular occupation, business, employment or trade, but, subject to section 6, does not include education, instruction, training or experience provided by a school or a university.

Work-based learning - means learning derived from undertaking paid or unpaid work. It includes learning for work (such as work placements), learning at work (such as company in house training programmes) and learning through work, linked to formal nationally recognised further or higher education and training programs.

Workplace - refers to a place where work is carried out for a business or undertaking and includes any place where a worker goes, or is likely to be, while at work.

ACRONYMS

AASN – Australian Apprenticeship Support Network

AQF – Australian Qualification Framework

AQTF – Australian Quality Training Framework

ASQA – Australian Skills Quality Authority

CBT – competency based training

CBWP – competency based wage progression

DTWD – Department of Training and Workforce Development

GTO – Group Training Organisation

RPL – Recognition of Prior Learning

TAC – Training Accreditation Council

VET – vocational education and training

WACE – Western Australian Certificate of Education

21 APPENDIX 2 – FUNDING ARRANGEMENTS

21.1 NEW ENTRANTS

Government subsidised training costs and incentives paid to employers and apprentices may be affected if the apprentice is not an Australian citizen or does not hold a suitable Australian visa.

21.2 EXISTING WORKERS (ONLY RELATES TO TRAINEES)

If a person wants to commence training under a training contract and they are an existing worker there may be implications for access to State Government subsidised training. In addition, Commonwealth Government incentives may not apply to existing worker arrangements.

If an employer engages an existing worker under a training contract State/Commonwealth Government incentives may not apply to existing worker arrangements.

ARTICULATION TO A HIGHER QUALIFICATION

For the purposes of funding, New entrant trainees completing a training contract are eligible to progress to a higher level qualification with the same employer but must enter into a new training contract within three months of the completion date of the first qualification. These trainees (including school based) will continue to be classed as a new entrant.

Reference to Commonwealth Government guidelines should be used to determine new entrant or existing worker status.

21.3 ATTENDANCE AT TRAINING

In the case of apprentices:

- on Fly In/Fly Out employment arrangements; or
- who are employed by nationally based employers who rotate staff across jurisdictions;

attendance at the training provider's premises must be in the same State/Territory as the registration of the training contract.

INTERSTATE TRAININNG

Apprentices may be eligible for publicly funded training outside of Western Australia if the:

- training contract is registered in Western Australia; and
- workplace is in Western Australia; and
- training is only available in another state or territory.