



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

## **APPRENTICESHIP POLICY**

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VERSION: 2.0

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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 direction 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*.

This policy does not contain information on school based training and reference should be made to the specific *School Based Apprenticeship and Traineeship Policy*.

## 2 BACKGROUND

The repeal of the *Industrial Training Act 1975* and the amendments to 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 Apprenticeships Centres, 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](#)

Australian Qualifications Framework

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

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

Western Australian Training Package Transition Policy and Guidelines

Travel and Accommodation Allowance (TAA) Policy for Apprentices

User Choice in Western Australia Policy

VET Fees and Charges Policy

School Based Apprenticeship and Traineeship Policy

Trade Certificate Policy

### 5.2 RELATED DEPARTMENT DOCUMENTS/FORMS

Refer to Appendix 2.

## 6 CONTACT INFORMATION

Office of the Director General

Department of Training and Workforce Development

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

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 ApprentiCentre.

### 6.1 REVIEW DATE:

The review date for this policy is: 7 May 2014.



## 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.

[Reduction to the nominal term of a training contract](#)

[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;
- 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](#).

#### 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 calculation of the nominal term is based on the minimum hours of employment and training. The nominal term for a qualification is prescribed in the [Public Register of Prescribed Vocational Education and Training Qualifications](#).

For the purposes of training, where an apprentice is employed between 15 to 30 hours inclusive per week, the nominal training period will be calculated at 1.5 to 1 ratio of the stated full time nominal term.

#### MINIMUM HOURS

The minimum hours for employment (inclusive of any off the job training) for an apprentice are 15 to 20 hours per week depending on the qualification as indicated on the [Public Register of Prescribed Vocational Education and Training Qualifications](#).

#### PRIOR WORK EXPERIENCE

Persons with substantial work experience or other claims for reduction to the duration of the nominal term may negotiate appropriate credit with their employer and specify this on the training contract. Applications should be in accordance with the [Reduction to the nominal term of a training contract](#).

## 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 Department's ApprentiCentre before signing a training contract.

In approving a multiple training contract, the Department's ApprentiCentre 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 must:

- be at least 15 years of age<sup>1</sup>;
- be of minimum school leaving age<sup>2</sup> (refer to [Compulsory Period of Schooling](#));
- be an Australian resident<sup>3</sup>;
- not be an existing worker (only applies to traineeship qualifications). For further information refer to the section on [Existing Workers](#).
- not be a sole trader or partner in the business identified in the training contract as the employer; and
- not be in a sub-contracting arrangement with the employer.

### 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.

*Note:* Full time secondary students can only undertake a school based apprenticeship and can not be party to a part time or full time apprenticeship.

## 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:

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<sup>1</sup> In accordance with Part 7 of the *Children and Community Services Act 2004*

<sup>2</sup> In accordance with the *School Education Act 1999*

<sup>3</sup> For the purpose of this policy, the *Vocational Education and Training (Colleges) Regulations 1996* definition of an Australia resident is a person who:

- is an Australian citizen; or
- holds a permanent visa; or
- holds a visa sub-class 309, 310, 820, 826, 851 or 457 (other than the primary holder of 457).

New Zealand passport holders may be registered in a training contract provided they have been resident in Australia for 6 months or more.

For all other visa categories advice please contact Education and Training International on (08) 9218 2100.

- 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 Department's ApprentiCentre 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 Department's ApprentiCentre 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 APPRENTICESHIPS CENTRES**

Australian Apprenticeships Centres (AACs) are contracted by the Australian Government to promote apprenticeships and to assist employers to engage an apprentice. They provide information, administration services and support to employers and apprentices.

AACs 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 Australian 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.

### **ApprentiCentre**

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*.

ApprentiCentre supports employers and apprentices throughout the apprenticeship with the aim of maximising successful outcomes. Refer to: [www.trainingwa.wa.gov.au/apprenticentre](http://www.trainingwa.wa.gov.au/apprenticentre)

## 8 REDUCTION TO THE NOMINAL TERM OF A TRAINING CONTRACT

The term of a training contract can be reduced to reflect prior relevant experience or qualifications of a person commencing an apprenticeship. This policy outlines the instances in which the term of the training contract can be reduced.

This policy covers the following:

- 8.1 Mandatory reduction to nominal term (pre-apprenticeship training)
- 8.2 Negotiated reduction to nominal term

This policy is supported by the:

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

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

[Key components of an apprenticeship](#)

[Commencement and registration of a training contract](#)

[Training delivery and assessment requirements](#)

### 8.1 **MANDATORY REDUCTION TO NOMINAL TERM (PRE-APPRENTICESHIP TRAINING)**

A person entering into a training contract who can demonstrate or produce evidence that he/she has completed an approved certificate I or II qualification which is relevant to the prescribed VET qualification being undertaken, will be granted a mandatory reduction of three months to the nominal term.

Where an apprentice receives a three month reduction to the nominal term the application of the reduction will be in accordance with an industrial instrument/award.

### 8.2 **NEGOTIATED REDUCTION TO NOMINAL TERM**

A person with prior relevant learning or work experience, including previous apprenticeship training, may negotiate a reduction to the nominal term with their employer. Supporting evidence must be submitted with the training contract.

If a formal recognition of prior learning (RPL) is necessary, this must be negotiated at the same time as the training plan. RPL with the nominated training provider must occur during the probation period. In determining the amount of reduction to the nominal term, the Department's ApprentiCentre will consult with the nominated training provider to ensure the qualification can be achieved within the amended term.

Where an apprentice receives a reduction to the nominal term through negotiated arrangements, application of the reduction will be in accordance with an industrial instrument/award.



## 9 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:

- 9.1 General duty of care
- 9.2 Supervision requirements

Related policies include:

[Key components of an apprenticeship](#)

[Commencement and registration of a training contract](#)

[Training delivery and assessment requirements](#)

### 9.1 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.<sup>4</sup>

### 9.2 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

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<sup>4</sup>Department of Commerce; Guidance Note General duty of care in Western Australian Workplaces 2005  
[www.dtwd.wa.gov.au](http://www.dtwd.wa.gov.au)

- 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.

## 10 EXISTING WORKERS

This policy provides information about the eligibility criteria and requirements for an existing worker who wants to commence training under a training contract.

This policy covers the following:

- 10.1 Definition of an Existing Worker
- 10.2 Re-skilling and up-skilling the current workforce

Related policies include:

[Key components of a training contract](#)

[Supervision requirements](#)

[Commencement and registration of a training contract](#)

### 10.1 DEFINITION OF AN EXISTING WORKER

This definition does not apply to apprenticeships.

An existing worker is defined as a person employed with the same employer for more than three months full time or 12 months part time, immediately before the commencement date of the traineeship.

Traineeships are listed on the [Public Register of Prescribed Vocational Education and Training Qualifications](#).

#### ARTICULATION TO A HIGHER QUALIFICATION

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.

### 10.2 RE-SKILLING AND UP-SKILLING THE CURRENT WORKFORCE

The re-skilling or up-skilling of existing workers may occur:

- due to the needs of an individual employer; or
- through an identified need of an industry sector (as acknowledged by the relevant training council).

Under delegation from the chief executive, the Department's ApprentiCentre may allow an employer to train workers under traineeship arrangements. A written request seeking approval to the proposal must be submitted to the Department's ApprentiCentre. Employers may complete the template referred to in Appendix 2.

## 11 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:

- 11.1 Notification to nominated training provider
- 11.2 Training plan
- 11.3 Determining an employer's capacity to train
- 11.4 Requirements of a training plan
- 11.5 Training responsibilities
- 11.6 Commencement of training
- 11.7 Recording progress against training plan
- 11.8 Amending the training plan
- 11.9 Apprentice not making reasonable progress
- 11.10 Providing a report on apprentice's progress
- 11.11 Variations to training contract
- 11.12 Training provider unable to deliver on training plan
- 11.13 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](#)

### 11.1 NOTIFICATION TO NOMINATED TRAINING PROVIDER

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

The training provider has **14 days** to reject its selection as nominated trainer. The decision to reject the nomination of training provider should be based on the training provider's inability to deliver the required training adequately at that time and within the term of the training contract.

## 11.2 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 Department's ApprentiCentre 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 Department's ApprentiCentre.

### 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*.

## 11.3 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.

In determining the employer's capacity to train, 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 must report this immediately to the Department's ApprentiCentre 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<sup>5</sup> 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.

### 11.4 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.

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<sup>5</sup> 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.

#### 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.

#### CLAIMS FOR RECOGNITION OF PRIOR LEARNING

Where the apprentice claims previous learning (not nationally recognised or informal) or work/life experience relevant to the apprenticeship, the employer and apprentice should discuss this with the nominated training provider.

Where the parties are seeking credit to reduce the term of the training contract, the training provider must liaise with the Department's ApprentiCentre regarding the assessment results.

#### 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.

## 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 attendance for training is only permitted where there is no training provider scoped to deliver the qualification in Western Australia.

## 11.5 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 Department's ApprentiCentre 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 *Guidelines on Training Package Transition Arrangements in Western Australia*;
- determining the employer's capacity to train;
- training and assessment of the qualification;
- ensuring absenteeism by the apprentice is reported to the employer and the Department's ApprentiCentre, as appropriate;
- recording the achievement of competencies regularly;
- issuing the AQF certificate; and
- complying with the Travel and Accommodation Allowance, where appropriate.

#### ENTERPRISE TRAINING PROVIDER

Where the employer is also the training provider (enterprise training provider), in addition to the above requirements, the person authorised to sign on behalf of the employer must not be the person also authorised to sign for the training provider.

#### NOTIFICATION TO DEPARTMENT

The training provider should notify the Department's ApprentiCentre 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 Department's ApprentiCentre 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.

### 11.6 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.

### 11.7 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.

### 11.8 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.

### 11.9 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 must notify the Department's ApprentiCentre as indicated in [section 11.5](#).

#### 11.10 PROVIDING A REPORT ON APPRENTICE'S PERFORMANCE

The Department's ApprentiCentre under delegation of the chief executive may seek information from the training provider regarding the progress and training of an apprentice.

#### 11.11 VARIATIONS TO TRAINING CONTRACT

The Department's ApprentiCentre 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.

#### 11.12 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 Department's ApprentiCentre 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.

#### 11.13 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.

## 12 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:

- 12.1 Probation periods of training contracts
- 12.2 Action required before to the end of the probation period
- 12.3 Apprenticeship commencement
- 12.4 Registering training contract
- 12.5 Appealing decision for refusal of registration
- 12.6 Cancellation of registration
- 12.7 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](#)

### 12.1 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 Department's ApprentiCentre as delegate of the chief executive is not required in this event however the employer must notify the Department's ApprentiCentre as delegate of the chief executive within **five working days** of the apprentice leaving their employment.
- apply in writing to the Department's ApprentiCentre 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.

## 12.2 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.

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*.

### THE DEPARTMENT

During the period of probation the Department's ApprentiCentre as delegate of the chief executive is to:

- determine that the employer is a fit and proper person<sup>5</sup> to enter into a training contract; and
- where requested at question 24 on the training contract, consider and approve the amount of credit, if any that will apply.

## 12.3 APPRENTICESHIP COMMENCEMENT

When the training contract is registered by the Department's ApprentiCentre as delegate of the chief executive, the commencement date on the training contract as provided at question three will become effective.

## 12.4 REGISTERING TRAINING CONTRACT

The Department's ApprentiCentre 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 Department's ApprentiCentre 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.

#### *Note:*

Organisations such as labour hire companies who engage in hiring out arrangements can have up to 10 apprentices in training at any one time before requiring registration as a Group Training Organisation.

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

### REFUSING REGISTRATION OF TRAINING CONTRACT

The Department's ApprentiCentre 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 training contract does not meet the Department's requirements\*; or
- the employer is unsuitable or lacks the capacity to train the apprentice; or
- the apprentice does not meet the eligibility criteria; or
- the parties no longer want to continue with the apprenticeship; or
- for any reason prescribed in the regulations.

\* For GTOs, this includes providing details of the host employer as requested on the training contract.

Where the Department's ApprentiCentre 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.

## 12.5 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.

## 12.6 CANCELLATION OF REGISTRATION

The Department's ApprentiCentre 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 or proper person<sup>5</sup> to train an apprentice;
- the registration was obtained through the provisions of false or misleading information; or
- the contract has been terminated.

## 12.7 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.

## 13 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:

- 13.1 Variations that can be made to a training contract
- 13.2 Specific information required for the type of variation
- 13.3 Change to completion date of a training contract
- 13.4 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](#)

### 13.1 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 Department's ApprentiCentre 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 Department's ApprentiCentre.

On receipt of any application for variation of a training contract, the Department's ApprentiCentre 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.

## 13.2 **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*.

## 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 Department's ApprentiCentre. 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 Department's ApprentiCentre 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.

### 13.3 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 Department's ApprentiCentre 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 must 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 Department's ApprentiCentre.

## 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.

### 13.4 **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 Department's ApprentiCentre, the nominated training provider and relevant Australian Apprenticeships Centre (AAC).

## 14 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:

- 14.1 Request to assign a training contract
- 14.2 Approving the request for assignment
- 14.3 Appealing decision for assignment
- 14.4 Probation period for assignment of training contract
- 14.5 Assignment due to sale of business
- 14.6 Employer does not agree to assignment
- 14.7 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\*](#)

### 14.1 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 Department's ApprentiCentre 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 Department's ApprentiCentre 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.

## 14.2 APPROVING REQUEST FOR ASSIGNMENT

The Department's ApprentiCentre 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<sup>3</sup> to be assigned the contract.

The Department's ApprentiCentre will process and record the application for assignment in a timely manner.

Advice relating to the assignment of the training contract will be provided to the parties, nominated training provider and the relevant Australian Apprenticeships Centre (AAC).

## 14.3 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.

## 14.4 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.

## 14.5 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 Department's ApprentiCentre 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 Department's ApprentiCentre 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.

#### 14.6 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 Department's ApprentiCentre as the delegate of the chief executive. Where that employer does not agree to the assignment, the apprentice cannot be assigned to another employer.

#### 14.7 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](#).

## 15 TERMINATION OF A TRAINING CONTRACT

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

This policy covers the following:

- 15.1 Termination during the probation period
- 15.2 Termination of a training contract
- 15.3 Requesting termination of a training contract
- 15.4 Confirming termination of a training contract
- 15.5 Receiving advice from other agencies
- 15.6 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\*](#)

### 15.1 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 without fault or blame. Appropriate notice as stated in the applicable award or industrial agreement should be given.

The employer must notify the Department's ApprentiCentre as delegate of the chief executive within **five working days** of the apprentice ceasing the apprenticeship.



## 15.2 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 Department's ApprentiCentre as delegate of the chief executive approval is required.

In either case, the employer must notify the Department's ApprentiCentre 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 approval from apprentice or 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 Department's ApprentiCentre.

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 Department's ApprentiCentre may process the application for termination providing the principles of procedural fairness have been observed.

## 15.3 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 Department's ApprentiCentre as the delegate of the chief executive, confirming the effective date of termination and reason for termination.

The Department's ApprentiCentre under delegation from the chief executive will approve the application for termination once satisfied that the request is valid.

## 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 Department's ApprentiCentre. 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.

### EMPLOYER INSTIGATES TERMINATION

The employer must notify the Department's ApprentiCentre 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 Department's ApprentiCentre 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 must advise their employer and the Department's ApprentiCentre 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 Department's ApprentiCentre 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.

#### 15.4 **CONFIRMING TERMINATION OF A TRAINING CONTRACT**

The Department's ApprentiCentre 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 Apprenticeships Centre (AAC).

#### 15.5 **RECEIVING ADVICE FROM OTHER AGENCIES**

Where advice is received from the training provider, AAC or similar, that an apprentice is no longer continuing with their training contract and/or is no longer employed, the Department's ApprentiCentre 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](#).

#### 15.6 **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.

## 16 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:

- 16.1 Suspension of a training contract
- 16.2 Requesting suspension of a training contract
- 16.3 Confirming suspension of a training contract
- 16.4 Amending the period of suspension
- 16.5 Resuming the training contract
- 16.6 Training contract not resumed
- 16.7 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](#)

### 16.1 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* and the Department's *Group Training Organisation Policy*.

## CONDITIONS OF SUSPENSION

The period of suspension cannot exceed a continuous period of 12 months, except with the prior approval of the Department's ApprentiCentre 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 Department's ApprentiCentre.

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](#).

## 16.2 REQUESTING SUSPENSION OF A TRAINING CONTRACT

The employer must provide the Department's ApprentiCentre 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 Department's ApprentiCentre 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*.

### 16.3 CONFIRMING SUSPENSION OF A TRAINING CONTRACT

The Department's ApprentiCentre 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 Apprenticeships Centre (AAC).

### 16.4 AMENDING THE PERIOD OF SUSPENSION

The period of suspension may be extended by written advice to the Department's ApprentiCentre. 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.

### 16.5 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.

### 16.6 TRAINING CONTRACT NOT RESUMED

The training contract will be terminated from the last working date by the Department's ApprentiCentre 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.

### 16.7 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.

## 17 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:

- 17.1 Definition of serious misconduct
- 17.2 Suspension for alleged serious misconduct
- 17.3 Conditions of suspension for alleged serious misconduct
- 17.4 Off the job training may continue
- 17.5 Training contract to be re-instated or terminated
- 17.6 Determination of application
- 17.7 Notification of decision
- 17.8 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](#)

### 17.1 DEFINITION OF SERIOUS MISCONDUCT

Serious misconduct for the purpose of this policy may include but is not limited to the following<sup>6</sup>.

Serious misconduct includes both of the following:

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

Conduct that is serious misconduct includes each of the following:

- a) the apprentice, in the course of his/her employment, engaging in:
  - i) theft; or
  - ii) fraud; or

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<sup>6</sup> Adapted from Fair Work Regulations 2009- Regulation 1.07  
[www.dtwd.wa.gov.au](http://www.dtwd.wa.gov.au)

- iii) assault;
- b) the apprentice refusing to carry out a lawful and reasonable instruction that is consistent with the training contract;
- c) 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.

## 17.2 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 Department's ApprentiCentre 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 Department's ApprentiCentre 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 provide advice of the suspension due to alleged serious misconduct 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.

### 17.3 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*.

### 17.4 OFF THE JOB TRAINING MAY CONTINUE

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

### 17.5 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 Department's ApprentiCentre 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*.

#### 17.6 DETERMINATION OF APPLICATION

On receipt of the application, the Department's ApprentiCentre as delegate of the chief executive will determine if the apprentice has engaged in serious misconduct.

The Department's ApprentiCentre 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 Department's ApprentiCentre 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 Department's ApprentiCentre as delegate of the chief executive's decision.

The apprentice will be ineligible to enrol on the Out of the Contract Register.

##### APPLICATION REFUSED

Where the Department's ApprentiCentre 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.

#### 17.7 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.

#### 17.8 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.

## 18 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:

- 18.1 Disputes relating to the training contract
- 18.2 Formal resolution
- 18.3 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](#)

### 18.1 DISPUTES RELATING TO THE TRAINING CONTRACT

Parties to the training contract including the nominated training provider may request assistance from the Department's ApprentiCentre to resolve matters in dispute under training contract arrangements.

All disputes reported to the Department's ApprentiCentre 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.

### 18.2 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 Department's ApprentiCentre 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 Department's ApprentiCentre 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.

### 18.3 **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.

## 19 OUT OF CONTRACT REGISTER

This policy relates to the requirements associated with the registration of a person on the Department's Out of Contract Register.

This policy covers the following:

- 19.1 Out of Contract Register
- 19.2 Eligibility criteria
- 19.3 Employers accessing names of apprentices
- 19.4 Recommencing apprenticeship training
- 19.5 Off the job training while on the Register
- 19.6 Completing a training contract while on the Register

### 19.1 OUT OF CONTRACT REGISTER

The Department's ApprentiCentre will administer an Out of Contract Register (Register) for suitable persons who have had their training contracts terminated and wish to secure another employer to complete their training.

### 19.2 ELIGIBILITY CRITERIA

Persons who apply to be on the Register must:

- be able to continue their off the job training (where applicable); and
- be actively seeking an employer to continue their training.

Enrolment on the Register is for a **maximum period of six months**. During this time, the person's commitment to the off the job training component and interest in seeking an employer will be monitored by the Department's ApprentiCentre.

Where it is determined that the person is no longer interested in continuing the qualification, their details will be removed from the Register.

Apprentices whose training contracts have been terminated due to serious misconduct are not eligible for inclusion on the Register.

### 19.3 EMPLOYERS ACCESSING NAMES OF APPRENTICES

Employers interested in employing a person from the Register should contact the Department's ApprentiCentre for names of suitable candidates.

### 19.4 RECOMMENCING APPRENTICESHIP TRAINING

Employers employing an apprentice from the Register need to lodge a training contract and complete questions 23 and 24 regarding prior apprenticeship training.

**19.5 OFF THE JOB TRAINING WHILE ON THE REGISTER**

For the six month period that a person is on the Register, he/she must not undertake more off the job training than would have been undertaken if he/she was an apprentice.

**19.6 COMPLETING A TRAINING CONTRACT WHILE ON THE REGISTER**

Refer to [Completion of a training contract and certification](#).

## 20 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:

- 20.1 Completing a training contract
- 20.2 Determining competence
- 20.3 Completion for person on Out of Contract Register
- 20.4 Responsibilities of nominated training provider
- 20.5 Responsibilities of the Department
- 20.6 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](#)

[Out of Contract Register](#)

### 20.1 COMPLETING A TRAINING CONTRACT

The nominated training provider must notify the Department's ApprentiCentre 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*.

## 20.2 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 Department's ApprentiCentre 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.

## 20.3 COMPLETION FOR PERSON ON OUT OF CONTRACT REGISTER

A person who completes his/her off the job training while on the Out of Contract Register may be issued with a qualification from a training provider under the following circumstances:

- Where the person has completed a significant portion of the apprenticeship and before cancelling the training contract his/her employer confirms all competencies listed in the training plan have been achieved, the certificate issued can state 'achieved through apprenticeship, traineeship, cadetship or internship arrangements' as appropriate.
- If the person does not have confirmation of competence from his/her employer, eligibility for a qualification must be through a skills recognition process. The certificate must not refer to the qualification being 'achieved through apprenticeship, traineeship, cadetship or internship arrangements'.



The training provider must notify the Department's ApprentiCentre **before** issuing a qualification to a person on the Out of Contract Register.

#### 20.4 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 Department's ApprentiCentre 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.

#### 20.5 RESPONSIBILITIES OF THE DEPARTMENT

The Department's ApprentiCentre 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*.

#### 20.6 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 Department's ApprentiCentre.

##### 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.

Persons seeking a replacement Trade Certificate should contact the Department's ApprentiCentre.

## 21 APPENDIX 1 - GLOSSARY

*Apprentice* - a person 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.

*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.

*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.

*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](http://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.

*Out of Contract Register* - a list of apprentices who are no longer in a training contract who are seeking an employer to continue their training. This list can be accessed by employers seeking to employ an apprentice.

*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* - is training designed and intended to lead into an apprenticeship. This training generally involves both theoretical and work experience components. It is distinct from pre-vocational or job readiness courses in that it generally provides credit towards the first year of the 'off-the job' training component of an apprenticeship.

Pre-apprenticeship training is frequently targeted at trade occupations and has a greater focus on industry specific skills over general employability skills.

*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 aged 15 years or more who is a permanent Australian resident, 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, aged 15 years or more who is a permanent Australian resident, 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 for training providers. 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 packages* - are nationally endorsed standards and qualifications developed by industry. The packages define the guidelines and standards surrounding delivery of training and assessment against these qualifications. They provide flexibility to enable training organisations to meet an individual's training need and guidelines on how to customise training to meet these needs.

*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 knowledge and skills and the application of that knowledge and skills in a job or occupation, to the standard of performance required by industry in the workplace.

*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

AAC – Australian Apprenticeships Centre

AQF – Australian Qualification Framework

AQTF – Australian Quality Training Framework

CBT – competency based training

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

## 22 APPENDIX 2 – RELATED DEPARTMENT DOCUMENTS/FORMS

<b>Section No and topic</b>	<b>Document/Form</b>	<b>Availability</b>
7 Key components of an apprenticeship	Training Contract	Australian Apprenticeships Centres
10 Existing Workers	Existing Worker Application form	ApprentiCentre
11 Training delivery and assessment requirements	See note below*	Training provider
13 Variations to a training contract	Notice to Vary training contract	ApprentiCentre
14 Assignment (transfer) of a training contract	Notice of Assignment	ApprentiCentre
15 Termination of a training contract	Notice of Termination	ApprentiCentre
16 Suspension of a training contract	Notice of Suspension	ApprentiCentre
19 Out of Contract Register	Application form	ApprentiCentre
20 Completion of a training contract and certification	See note below*	Training provider

\* Training Plans, Training Record Book/Journal and Certificates should be developed by the training provider in accordance with the AQF and its own requirements.