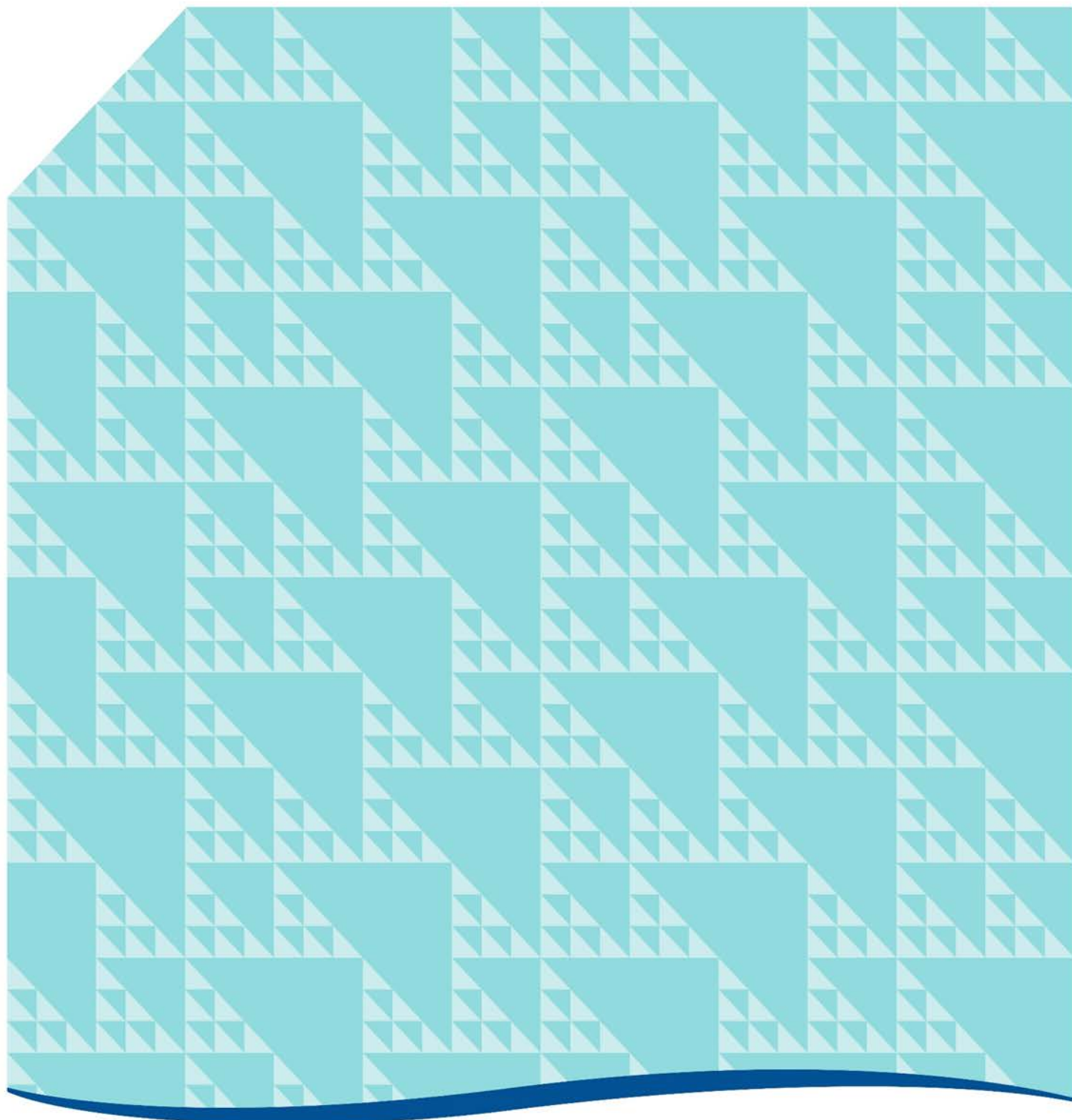


Tasmanian Traineeships and
Apprenticeships Committee

Policies and Guidelines for
Apprenticeships and Traineeships
in Tasmania

March 2022

TTAC Policies & Guidelines



Contents

| | |
|--|-----------|
| About the Tasmanian Traineeships and Apprenticeships Committee (TTAC) | 1 |
| Statement of Intent | 1 |
| TTAC Policies | 2 |
| Policy 1 Consultation: Apprentice/Trainee and Parent Involvement..... | 2 |
| Policy 2 Training Contracts for School Aged Learners | 3 |
| Policy 3 Supervision Under a Training Contract..... | 5 |
| Policy 4 Minimum Requirements for Training Plans | 9 |
| Policy 5 Change of a Training Contract Qualification..... | 11 |
| Policy 6 Transfer to a new Registered Training Organisation | 11 |
| Policy 7 Extension of a Training Contract | 12 |
| Policy 8 Apprentices/Trainees and Industrial Disputes..... | 12 |
| Policy 9 Competency-based Wage Progression in the Building Industry | 13 |
| Policy 10 Abandonment of Training Contract by Apprentice/Trainee | 14 |
| TTAC Guidelines | 15 |
| Guideline 1 Entering into a Training Contract..... | 15 |
| Guideline 2 Employment Requirements for Training Contracts..... | 17 |
| Guideline 3 Probation Under Training Contract | 19 |
| Guideline 4 Suspension of Training Contract | 20 |
| Guideline 5 Transfer of Training Contract..... | 22 |
| Guideline 6 Transfer* of Apprentices/Trainees Where There is Not Mutual Consent..... | 23 |
| Guideline 7 Cancellation of Training Contract..... | 24 |
| Guideline 8 Disputes Relating to Training Contracts | 25 |
| Guideline 9 Competency-based Completion of Apprenticeships and Traineeships | 28 |
| Guideline 10 Tasmanian Operational Requirements for Group Training Organisations | 29 |
| Guideline 11 Vocational Placements..... | 30 |

About the Tasmanian Traineeships and Apprenticeships Committee (TTAC)

The objective of the TTAC is to ensure that Tasmania has effective and accessible systems and procedures for training contracts and vocational placements.

The TTAC issues guidelines and procedures for the operation of vocational placements and training contracts and provides advice to the Minister on these matters. The committee may conciliate or arbitrate disputes arising from the terms, conditions and operation of training contracts and vocational placements, in accordance with section 52 of the Act.

The TTAC convenes bi-monthly meetings, or as required for urgent matters, and may also consider matters out-of-session.

The TTAC has developed policies and guidelines for the purpose of the uniform administration of legally binding training contracts, and the fair and equitable treatment of parties to those contracts. Each policy is considered against TTAC's powers conferred to it by the *Training and Workforce Development Act 2013*.

The TTAC has extended delegation to Skills Tasmania officers to administer training contracts, provide education and support to the parties entering into the legally binding training contract.

Skills Tasmania staff work closely with the Australian Department of Education, Skills and Employment (DESE), Apprenticeship Network Providers (ANPs), Registered Training Organisations (RTOs), Group Training Organisations (GTOs), employers and apprentices/trainees and other stakeholders as required.

If you wish to speak with a Workforce Training Consultant with regard to training contract matters, please contact Skills Tasmania on 1800 655 846 or via enquiries@trainingcontracts@skills.tas.gov.au

Statement of Intent

Apprenticeships and traineeships provide the apprentice/trainee with a means of gaining a nationally recognised qualification whilst being employed (and paid) to undertake tasks in a workplace that can provide the required levels of on-the-job training and instruction, supervision, support, encouragement, relevant resources and sufficient opportunities for skill development.

The **[National Code of Good Practice for Australian Apprenticeships](#)** is a key reference point for all stakeholders in understanding the obligations of the training contract and the factors that contribute to a successful apprenticeship/traineeship.

In addition to the [Training and Workforce Development Act 2013](#), other **legislation relevant to the obligations and administration of training contracts** includes the following:

[Standards for NVR Registered Training Organisations](#)

[Fair Work Act 2009](#)

[Work Health and Safety Act 2012](#)

[Occupational Licensing Act 2005](#)

[Anti-Discrimination Act 1998](#)

TTAC Policies

Policy I Consultation: Apprentice/Trainee and Parent Involvement

previously Policy 6

I. Consultation: apprentice/trainee and parent involvement

- 1.1 This policy guides the approach to be adopted on the issue of apprentice/trainee and parent involvement when important conferences, counselling or other action such as transfer, reduction, suspension or cancellation of the training contract is contemplated.
- 1.2 Confidentiality must be maintained at all times and if a person in training insists that they wish to proceed without parent/guardian involvement, then they have the right to do so.
- 1.3 As part of the counselling function, Workforce Training Consultants must:
 - 1.3.1 ensure apprentices/trainees are aware that they need not sign any documents before having the opportunity to consult with their parents or other advisers, and
 - 1.3.2 actively encourage apprentices/trainees to consult with their parent/guardian or other advisors before proceeding.
- 1.4 TTAC recognises the importance of parent/guardian involvement in training, however, irrespective of the inclusion of a parent's/guardian's submission the 'right' of the apprentice/trainee to make his/her own determination is paramount.

Policy 2 Training Contracts for School Aged Learners

previously Policy 12

2. Training Contracts for School Aged Learners

- 2.1 This policy sets out the requirements for any Tasmanian school aged learner wishing to enter into a full-time, part-time or school-based training contract. All other TTAC policies and guidelines also apply to school aged learners. In particular, please refer to *Guideline 2 Employment Requirements for Training Contracts*, and any other policies and guidelines where relevant.
- 2.2 A school and/or Education Authority* may also stipulate requirements relating to training contracts for school age learners.
- 2.3 For the purposes of this policy, a school aged learner is defined as an individual who:
 - 2.3.1 has not yet met the leaving requirements for secondary education as defined in the *Education Act 2016* (the Education Act), and which includes:
 - (a) attaining the age of 18 years
 - (b) completion of Year 12, or
 - (c) satisfactory completion of a Certificate III qualification, or
 - 2.3.2 has met the leaving requirements and has chosen to continue their participation in secondary education through a high school or college or via home education.
- 2.4 For the TTAC to approve any form of training contract for a school aged learner:
 - 2.4.1 the learner must be in Year 10 or above or meet clause 2.5, and
 - 2.4.2 the learner must meet all participation and attendance requirements of the Education Act, including where an exemption or approval for part-time attendance is required, and
 - 2.4.3 the lodgement of the training contract must be accompanied by the School Aged Learner Endorsement Form, appropriately completed by the school and/or Education Authority.
- 2.5 The TTAC may consider approving a training contract for a Year 9 learner (in Year 9 from 1 January of that year) where a case-specific arrangement has been designed in conjunction with the parties and the learner's school and/or Education Authority and the arrangement is clearly agreed by these parties to be in the interests of the learner and complies with the Education Act.
- 2.6 The following conditions apply to any training contract for a school aged learner:
 - 2.6.1 The design and continuation is subject to negotiation and regular review (at a minimum of once per year) of the employment, training and schooling arrangements to ensure arrangements remain in the interests of the school aged learner and the learner is meeting their Education Act requirements. (*Policy 4: Minimum Requirements for Training Plans* also specifies that the training plan must be reviewed at least twice per year).
 - 2.6.2 Continuation of a school-based or part-time training contract and any changes that impact on the learner's schooling, training and employment must have the ongoing support of the school and/or Education Authority, and must be

recorded by the learner's school and/or Education Authority and made available to the TTAC upon request.

- 2.6.3 The continuation of a full-time training contract and any changes that impact on the learner's training and employment must have the ongoing support of the employer and the Registered Training Organisation (RTO) and must be recorded by the employer and RTO and made available to TTAC upon request.
- 2.6.4 A completed application to cancel the training contract must be provided by the Apprenticeship Network Provider (ANP) to the relevant school and/or Education Authority and include the reason for cancellation.
- 2.7 A school-based training contract is a form of part-time training contract which combines employment, training and school education, enabling a learner to gain a nationally recognised qualification during their period of compulsory education. In addition to the conditions in 2.6, the following applies to a school-based training contract:
- 2.7.1 The learner must be engaged in paid employment for a minimum of 7.5 hours per week.
- 2.8 School-based and full-time training contracts are the recommended options for school aged learners participating in secondary education. Part-time training contracts that are not school-based are only available to school aged learners under extenuating circumstances and with the support of the school and/or Education Authority.
- 2.9 Parties to a new or existing part-time training contract for a school aged learner may apply to vary the minimum hours of employment specified in clause 2.3.2 of *Guideline 2 Employment Requirements for Training Contracts*. Parties to a new or existing school-based training contract for a school aged learner may apply to vary the minimum hours of employment specified in clause 2.7. Variations must have the support of the school and/or Education Authority. The TTAC will notify parties in writing as to whether the application to vary is approved or refused, and if approved, any conditions or amendments. Varied arrangements should not be implemented until approval has been granted and all affected parties notified.
- 2.10 Parties to existing training contracts for a school aged learner may apply to TTAC to vary the training contract from full-time, part-time or school-based. Variations to change the training contract must have the support of the school and/or Education Authority. The TTAC will notify parties in writing as to whether the application to vary is approved or refused, and if approved, any conditions or amendments. Varied arrangements should not be implemented until approval has been granted and all affected parties notified.

** For the purpose of this Policy, an Education Authority is one of the following: the Tasmanian Department of Education; Office of the Education Registrar; Catholic Education Tasmania; and Independent Schools Tasmania. References to the Education Authority are only applicable where the Education Authority has a policy stipulating their involvement is required.*

Policy 3 Supervision Under a Training Contract

previously Policy 13

3. Supervision under a Training Contract

- 3.1 Supervision under a training contract is the oversight of training on the worksite provided to an apprentice/trainee learning under a training contract. Supervision includes oversight by the supervising person of the work of the apprentice/trainee for the purposes of:
 - 3.1.1 directing, demonstrating, monitoring and checking the apprentice/trainee in a way that is appropriate to the apprentice/trainee's level of competency and to the level of competency required under the relevant qualification, and
 - 3.1.2 ensuring they have the capacity to respond in an emergency situation.
- 3.2 The training contract obligations require that an employer must provide appropriate facilities and experienced people to facilitate the training and supervise the apprentice/trainee while at work. In accordance with the National Code of Good Practice for Australian Apprenticeships, the employer is to provide the apprentice/trainee with a suitably skilled and/or qualified nominated supervisor.
- 3.3 An effective workplace supervisor:
 - (a) supports a safe and supportive workplace
 - (b) integrates learning tasks into work activities based on the Training Plan
 - (c) manages safety and production risks while training
 - (d) acts as a role model
 - (e) meets with the Registered Training Organisation (RTO) regularly (a minimum of twice per year) to ensure effective training delivery and assessment practices, to review progress through the Training Plan, and to amend the Training Plan as needed
 - (f) promotes independence and self-direction in learning
 - (g) manages the apprentice/trainee's training needs and motivation
 - (h) provides regular feedback and encouragement
 - (i) maintains records of progress, for example regular reporting of progress against the Training Plan, and
 - (j) helps the apprentice/trainee develop problem solving and general employability skills.
- 3.4 For the purposes of this policy, there are three levels of accountability for supervision:
 - 3.4.1 employer - ultimately responsible for compliance with this policy as a signatory to the training contract
 - 3.4.2 nominated supervisor (may be the same person as the employer) – responsible for coordinating the day-to-day supervision of an apprentice/trainee, and

- 3.4.3 work task supervisor (may be the same person as the nominated supervisor and/or the employer) – oversees and trains the apprentice/trainee as they perform their work and holds the relevant skills and/or qualifications to do so.

The following two sections outline the responsibilities of the nominated supervisor and the work task supervisor.

NOMINATED SUPERVISOR

- 3.5 The nominated supervisor is responsible for the supervision of the on the job training provided to an apprentice/trainee.
- 3.6 The nominated supervisor must be either:
- (a) the employer, who is a party to the training contract, or
 - (b) a person who is directly employed by the employer.
- 3.7 The nominated supervisor must be named in the Training Plan.
- 3.8 The nominated supervisor must ensure that:
- 3.8.1 the apprentice/trainee knows at all times who their work task supervisor is
 - 3.8.2 the work task supervisor holds the relevant skills and/or qualifications and is competent and experienced in the activities in which they are providing training and instruction (as per 13.10 below)
 - 3.8.3 the work task supervisor knows their roles and responsibilities in training the apprentice/trainee and has a clear understanding of the tasks and competencies required for the training
 - 3.8.4 work allocated to the apprentice/trainee reflects the trade and vocational competencies in the qualification being delivered by the Registered Training Organisation (RTO), and
 - 3.8.5 work allocated to the apprentice/trainee appropriately reflects their current skill level and level of competence and is commensurate with the stage of progress that the apprentice/trainee has attained as per their Training Plan.

WORK TASK SUPERVISOR

- 3.9 The work task supervisor is responsible for the supervision of the apprentice/trainee as they perform their work task.
- 3.10 The work task supervisor is required to:
- (a) hold a relevant qualification which is aligned to the occupation in which the apprentice/trainee is engaged, or
 - (b) have sufficient experience, knowledge and skills in that vocational occupation area to be able to meet the competencies required in that qualification, if they were to be assessed.
- 3.11 The person responsible for the supervision of an apprentice/trainee may change over the term of the apprenticeship or traineeship dependent on the skills and competencies in which the apprentice/trainee is being trained at a point in time, and the apprentice/trainee's skill level.

GENERAL REQUIREMENTS

- 3.12 In the case of a Group Training Organisation (GTO), the nominated supervisor (who must be an employee of the GTO) is responsible for the supervision conducted by the work task supervisor at the host employer.
- 3.13 In the case of sub-contracted works, the nominated supervisor (who must be a direct employee of the employer) is responsible for the supervision conducted by the work task supervisor at the sub-contractor.
- 3.14 Any changes to the nominated supervisor must be reflected in the Training Plan as part of the bi-annual review.
- 3.15 A supervisor must not be an apprentice/trainee (in the same trade or vocation). Apprentices/trainees may, however, provide peer support to other apprentices/trainees.

LEVEL OF SUPERVISION

- 3.16 The level of supervision provided is to ensure the safety of the apprentice/trainee and others in the workplace and support the successful achievement of the relevant competencies for each individual apprentice/trainee within their qualification.
- 3.17 An apprentice/trainee must not undertake any task unsupervised for which they have not been deemed competent by the training provider and/or which is subject to supervision requirements set by the appropriate authority (have regard to the considerations in 3.18).
- 3.18 In determining whether supervision should be direct or indirect, employers must consider the following:
 - (a) industry supervision standards and codes of practice, for example the *Occupational Licensing (Supervision of Prescribed Work) Code of Practice 2022* or equivalent
 - (b) occupational risk, including the safety of the apprentice/trainee in regard to the work being conducted
 - (c) the training package requirements for that qualification and the structure of the workplace, and
 - (d) the previous relevant work experience, stage of training and level of competency of the apprentice/trainee.
- 3.19 If either or both parties have concerns with the level of supervision being provided, then the level of supervision should be reviewed and agreed by both parties.

Relevant legislation and Codes of practice

- 3.20 In addition to the training contract obligations in relation to supervision, it is the employer's responsibility to ensure that they are aware of, and comply with, the relevant rules and regulations in relation to safety. The key requirements in relation to supervision are included in, but are not limited to, the:
 - (a) *Occupational Licensing Act 2005 (Tas)* - ensures that contractors, practitioners and other persons engaged in certain occupations, trades or

callings are appropriately qualified, licensed or regulated to perform their work safely and in accordance with established benchmarks, to promote safety, and to provide for the investigation of incidents in those activities.

- (b) *Occupational Licensing (Supervision of Prescribed Work) Code of Practice 2022 (Tas)* – established subject to section 53 of the Occupational Licensing Act. The Code, issued by Consumer Building and Occupational Services (CBOS) sets minimum standards for the supervision of those required to be supervised in the performance of prescribed work in relation to:
 - (i) Electrical work
 - (ii) Cable jointing and linework
 - (iii) Plumbing work, and
 - (iv) Gas-fitting work.

The requirements in relation to these types of work must be complied with over and above any general requirement in relation to supervision; and

- (c) *Work, Health and Safety Act 2012 (Tas)* – legislation that secures the health, safety and welfare of persons at work and for related purposes.

- 3.21 The employer must be able to demonstrate, when requested by relevant authorities, that supervision is available and provided in a manner that is suitable to the relevant training package, regulation and licensing requirements, and that is compliant with any relevant industrial awards covering employment conditions. Relevant authorities include, but are not limited to: the Tasmanian Traineeships and Apprenticeships Committee (TTAC), Worksafe Tasmania, Consumer, Building and Occupational Services (CBOS), Equal Opportunity Tasmania and Fair Work Australia.
- 3.22 TTAC may request a Supervision Plan from an employer if considered appropriate.
- 3.23 Section 34 of the *Training and Workplace Development Act 2013* provides that parties to a training contract must comply with the terms of that contract.
- 3.24 This Policy does not override the legislative requirements of other relevant legislation.

Policy 4 Minimum Requirements for Training Plans

previously Policy 15

4. Minimum requirements for Training Plans

- 4.1 Registered Training Organisations (RTOs) must negotiate, develop and document a training plan between employers and apprentices/trainees within three months of the training contract registration date.
- 4.2 The RTO must review the training plan with the apprentice/trainee and the employer at least twice per year, and maintain records of the reviews that are signed by the RTO, the employer and the apprentice/trainee.
- 4.3 The training plan must contain, as a minimum:
 - (a) the qualification title and national code
 - (b) a list of all the units to be completed to satisfy the requirements of the qualification, both core and elective
 - (c) provision for recording where either national recognition, credit transfer or RPL has been granted for particular units
 - (d) support services to be provided (if required)
 - (e) dates and times for training and assessment for each unit or group of units (which should be negotiated and amended as required and agreed by the apprentice/trainee, employer and RTO)
 - (f) the site where both training and assessment will occur for each unit or group of units (e.g. workplace, RTO boardroom etc.)
 - (g) the primary resources required for training and assessment for each unit or group of units (e.g. specific equipment and where this is located)
 - (h) the name of and contact details for the responsible person for training and assessment for each unit or group of units (must also specify whether workplace representative or RTO staff member)
 - (i) the name of and contact details for the nominated supervisor (*see Policy 3 Supervision Under a Training Contract*)
 - (j) the specific methodology to be used for training and assessment for each unit or group of units (as negotiated by the apprentice/trainee, employer and RTO)
 - (k) negotiated reporting arrangements between the RTO, the employer and the apprentice/trainee, which includes the following:
 - (i) the methodology and timeframes for providing feedback regarding progress and participation, and
 - (ii) the dates on which the reviews of the training plan will take place.
 - (l) in addition to 4.3(k), for school aged learners, agreed reporting arrangements between the RTO and the Education Authority and/or school, and
 - (m) signatures of apprentice/trainee, employer and RTO representative.

- 4.4 Where the apprentice/trainee and the RTO believe that the apprentice/trainee is ready to be assessed against the qualification earlier than scheduled in the training plan, the employer must either support the apprentice/trainee to enable the assessment or provide evidence clearly identifying, in conjunction with the RTO, why assessment cannot occur.
- 4.5 For school aged learners undertaking full-time, part-time and school based apprenticeships/traineeships, a copy of the training plan (original and any updated versions) must be provided to the learner's school and/or Education Authority at the time of each of the two reviews undertaken every year.

Policy 5 Change of a Training Contract Qualification

previously Policy 16

5. Change of a Training Contract Qualification

- 5.1 Where the parties to a training contract seek to change the qualification to better suit their needs, the following will apply:
 - 5.1.1 The parties of the training contract must apply on the approved template to the TTAC or its delegate. This application will not be considered unless it is submitted with a new training contract and training program outline.
 - 5.1.2 A probation period will apply to the new training contract.
 - 5.1.3 The 'change will take effect from date' is the date that the current training contract will cease, therefore, the commencement date on the new training contract will be the day after that date.
 - 5.1.4 Parties will be notified of the decision in writing.
 - 5.1.5 Where there is there an upgraded training package, the Registered Training Organisation (RTO) must notify Skills Tasmania by submitting a notification of transition of qualification.
 - 5.1.6 Exemptions from these requirements may be considered on application to Skills Tasmania.

Policy 6 Transfer to a new Registered Training Organisation

previously Policy 1

6. Transfer to a new Registered Training Organisation (RTO)

- 6.1 Where a transfer to a new RTO is requested:
 - 6.1.1 The parties of the training contract must apply on the approved template to the TTAC or its delegate.
 - 6.1.2 The application must be signed by the employer, apprentice/trainee, the new RTO and the original RTO.
 - 6.1.3 Where the original RTO is not contactable, the TTAC or its delegate may approve the transfer of RTO by order.
 - 6.1.4 Skills Tasmania may investigate and parties will be notified of the decision in writing.

Policy 7 Extension of a Training Contract

previously Policy 2

7. Extension of a Training Contract

- 7.1 The nominal term of a training contract may be extended upon application to TTAC by the parties to the contract.
 - 7.1.1 The parties must apply on the approved template to the TTAC or its delegate.
- 7.2 A Workforce Training Consultant may investigate the reasons for the extension application in order to approve/not approve the extension application.
- 7.3 Parties will be notified of the decision in writing.

Policy 8 Apprentices/Trainees and Industrial Disputes

previously Policy 5

8. Apprentice/Trainees and Industrial Disputes

- 8.1 The interruption of an apprentice/trainee's employment is subject to considerations entirely different from those applying in the case of other employees because of the existence of the training contract.
- 8.2 TTAC takes the view that during the currency of any dispute, apprentices/trainees should not be employed on work different to that on which they were engaged prior to the dispute. Where this is not practicable, they may be allocated work at the employer's discretion, but employment may not be on work which would be considered 'strike breaking'.
- 8.3 The employer should see that apprentices/trainees are employed under supervision appropriate to the tasks on which they are being employed e.g. the opportunity could be taken to allow for additional structured training.

Policy 9 Competency-based Wage Progression in the Building Industry

previously Policy 17

Background

Section 15.9 of the Building and Construction General On-site Award 2010 enables TTAC to require apprentices to demonstrate competency and any minimum necessary work experience for the purposes of progressing to the next apprentice wage level.

Students graduating with a Certificate II in a building-related trade may be significantly disadvantaged in attaining an apprenticeship as they would ordinarily be entitled to second year apprentice wages in their first year.

This policy is aimed at balancing the competency attainment of a student and the value placed on this attainment by a prospective employer by giving six months' time credit to a new apprentice in the first year of their apprenticeship.

This policy is aimed at supporting the notion of competency progression in the Award and does not cut across the functions and powers of the Fair Work Ombudsman in administering the provisions of the Award.

9. Competency-based Wage Progression in the Building Industry

- 9.1 First year building apprentices who hold a relevant Certificate II qualification are eligible for six months' credit resulting in a nominal duration of 42 months for their apprenticeship, allowing them to progress to the second stage after six months.
- 9.2 An eligible apprentice must be able to provide documentary evidence of successful completion of the Certificate II qualification.
- 9.3 This policy does not limit other types of credit through credit transfer, recognition of prior learning or time served under a previous training contract.
- 9.4 The following table details the Certificate II qualifications and the related apprenticeship qualification:

| National code and qualification | Apprenticeship | Amount of credit |
|--|--|------------------|
| CPC20112 Certificate II in Construction (or its replacement) | Any Certificate III construction qualification from the Construction, Plumbing and Services Training Package (CPC), approved as an apprenticeship in Tasmania. | 6 months |
| CPC20211 Certificate II in Construction Pathways (or its replacement) | | |

Policy 10 Abandonment of Training Contract by Apprentice/Trainee

previously Policy 14

10. Abandonment of Training Contract by Apprentice/Trainee

- 10.1 When advice is received that indicates an apprentice/trainee has abandoned their training contract a Workforce Training Consultant may investigate and report to TTAC or its delegate.
- 10.2 After consideration of the circumstances and any reason(s) for the abandonment of the training contract and attempts made to resolve the situation prior to abandonment TTAC may, having followed its requirements under the Act:
 - (a) issue a direction to either or both parties
 - (b) cancel the training contract
 - (c) amend the training contract
 - (d) transfer the training contract
 - (e) suspend the training contract
 - (f) temporarily release either or both parties from their obligations under the training contract
 - (g) impose a condition in respect to the operation of the training contract
 - (h) impose a penalty on either party
 - (i) determine that an employer is not a fit and proper person for the purpose of entering into training contracts
 - (j) consider if any condition should be placed on the approval of any future training contract.

TTAC Guidelines

Guideline I Entering into a Training Contract

Sections 21, 30, 31 and 32 of the *Training and Workforce Development Act 2013*

incorporating previous policies and guidelines:

Policy 10 – Relationship of Qualification to Occupation;

Policy 11 – Signatories to Training Contracts;

Guideline 13 – Limits on Entering into a Training Contract;

Guideline 14 – Training Contracts

I. Entering into a Training Contract

- 1.1 A training contract is a legally binding contract between an employer and employee for the purpose of providing structured training that results in the employee gaining a nationally recognised qualification.
- 1.2 In Tasmania, it is the Tasmanian Traineeships and Apprenticeships Committee (TTAC) who has the power to approve or refuse to approve a training contract. To enter into a training contract, the prospective apprentice/trainee must:
 - 1.2.1 be an Australian citizen or hold an eligible visa that allows the holder to work, study and enter into a training contract in Australia
 - 1.2.2 be employed in a role and undertake duties within a workplace that directly relates to the qualification and supports them to obtain the competencies of the qualification named in the training contract, and
 - 1.2.3 understand and be able to comply with all TTAC Policies and Guidelines and the obligations outlined in the national training contract.
- 1.3 The training contract duration must not exceed the current eligible visa duration.
- 1.4 To enter into a training contract, the employer must:
 - 1.4.1 where relevant, hold the appropriate licence/s in accordance with occupational licensing requirements, and ensure that any host employers and/or subcontractors also hold the appropriate licence/s
 - 1.4.2 be able to provide a suitable workplace, supervision, equipment and duties that directly relates to the qualification and supports the apprentice/trainee to obtain the competencies required to achieve the qualification named in the training contract
 - 1.4.3 not also be the apprentice/trainee, and
 - 1.4.4 understand and be able to comply with all TTAC Policies and Guidelines and the obligations outlined in the national training contract.
- 1.5 The policies and guidelines with particular relevance to entering into a training contract include:
 - 1.5.1 Guideline 2: Employment requirements for training contracts
 - 1.5.2 Guideline 3: Probation under a Training Contract

- 1.5.3 Policy 2: Training Contracts for School Aged Learners
- 1.5.4 Policy 3: Supervision under a Training Contract
- 1.6 For any training contract to be approved by the TTAC, it must be:
 - 1.6.1 for a qualification that is approved to be undertaken as an apprenticeship or traineeship in Tasmania
 - 1.6.2 for a qualification or equivalent qualification that is not already held by the prospective apprentice/trainee, unless there are exceptional circumstances (see 1.10 below)
 - 1.6.3 on the approved training contract template, with all mandatory fields completed
 - 1.6.4 signed by the parties to the training contract, noting:
 - (a) an individual under 18 years of age must have their parent or guardian sign the training contract. In such cases, the parent or guardian agrees to uphold the responsibilities of the training contract until the apprentice/trainee turns 18 years of age.
 - (b) if the individual under 18 years of age is unable or unwilling to obtain their parent or guardian's signature then a parent/guardian waiver form should be completed and submitted with the training contract
 - 1.6.5 supported by a Training Program Outline completed by the RTO and held by the ANP, confirming that the RTO is able to provide the training and assessment services required to deliver the approved qualification listed on the training contract
 - 1.6.6 accompanied by a School Aged Learner Endorsement Form, appropriately completed by the school and/or Education Authority, if the learner is under 18 years of age. (See Policy 2: Training Contracts for School Aged Learners for a definition of a school-aged learner), and
 - 1.6.7 submitted for approval to TTAC within twenty-eight (28) calendar days of the commencement date entered on the training contract.
- 1.7 The TTAC may refuse to approve a training contract if it does not meet any of the requirements of the TTAC Policies and Guidelines, the *Training and Workforce Development Act 2013* and other legislation relating to training contracts.
- 1.8 The TTAC will notify parties to a training contract in writing of whether it has approved or refused to approve a training contract and if approved, of any conditions or amendments.
- 1.9 Where there are exceptional circumstances the parties must discuss with a Workforce Training Consultant before approval is sought from the TTAC for entering into a training contract.

Guideline 2 Employment Requirements for Training Contracts

Section 21(1)(b) and 38, *Training and Workforce Development Act 2013*
**previously Guideline 6, and incorporating previous policies:
Policy 3 – Out of Hours Training; Policy 4 Rostered Day Off**

2. Employment Requirements for Training Contracts

Essential employment requirements for all training contracts.

- 2.1 A training contract can only be approved by the TTAC if there is:
 - 2.1.1 an employment arrangement/contract that is in accordance with relevant Award/industrial arrangements and guarantees employment for the nominal duration of the training contract
 - 2.1.2 an employment arrangement that is either full time or part time (including school based)
 - 2.1.3 an employment arrangement that is not casual
 - 2.1.4 a regular pattern of work that enables both on and off the job structured training to be planned and implemented according to a training plan that is negotiated within three months of the training contract registration date, and
 - 2.1.5 confirmation that the employer holds any appropriate licence/s and can maintain the licence/s in accordance with the occupational licensing requirements.
- 2.2 The employer is responsible for ensuring that they maintain the licence/s in accordance with occupational licensing requirements.
- 2.3 Where the employer is a GTO, the GTO is responsible for ensuring that the host employer holds and maintains any appropriate licences in accordance with occupational licensing requirements and complies with the essential employment requirements for training contracts.

Additional conditions for part-time training contracts

- 2.4 A part-time training contract can only be approved by the TTAC if the following additional criteria are met:
 - 2.4.1 the apprenticeship/traineeship has been approved by TTAC to be undertaken on a part-time basis
 - 2.4.2 the minimum number of hours of employment is 15 hour per week averaged over a 4-week period unless otherwise agreed by TTAC
 - 2.4.3 the maximum term of the training contract is no more than twice the nominal full-time duration for the qualification
 - 2.4.4 the minimum term is no less than one and a half times the nominal full-time duration for the qualification
 - 2.4.5 industrial arrangements must allow for part-time employment, and
 - 2.4.6 all other conditions specific to the apprenticeship/traineeship must be fulfilled.

Additional conditions for approval of arrangements for seasonal workers

- 2.5 TTAC may approve arrangements for some apprenticeships or traineeships to be undertaken on a seasonal basis. Arrangements may be approved on an enterprise basis provided the following criteria are met:
 - 2.5.1 an industrial arrangement exists that provides for a fixed term seasonal full-time or part-time workforce, and
 - 2.5.2 a method of training delivery that provides for seasonal part-time or full-time workers to complete the qualification in less than the usual nominal duration, or
 - 2.5.3 a model that provides for ongoing seasonal employment with a suspension period incorporated in the approval of the apprenticeship/traineeship as appropriate.

Payment of Wages for training and assessment

- 2.6 Employers are required to pay the appropriate wages to the apprentice/trainee to attend any training and assessment, in accordance with the relevant industrial award/agreement.
- 2.7 Where an apprentice/trainee is required to attend scheduled training on their rostered day off then the employer is required to give an alternative day off in lieu.
- 2.8 If training is undertaken outside normal working hours or during rostered time off, this time must be paid in accordance with the relevant industrial award/agreement.

Maintaining the employment requirements for the duration of the training contract

- 2.9 TTAC, or its delegate may suspend or cancel a training contract by order if any of these employment requirements and/or conditions are not maintained and if the TTAC is satisfied that it is desirable to do so.

Guideline 3 Probation Under Training Contract

Section 21, *Training and Workforce Development Act 2013*

previously Guideline 1

3. Probation under a training contract

- 3.1 A probation period will apply to apprentices/trainees undertaking training under an approved training contract as follows:
- 3.1.1 For apprenticeships and traineeships with a nominal full-time duration of two years (24 months) or less, the probation period will be sixty (60) days.
- The probation period is based on the full-time nominal duration assigned to the qualification regardless of the individual training contract mode; full-time, part-time, school-based or where credit for time-served has been negotiated, and
- 3.1.2 For apprenticeships and traineeships with a nominal full-time duration of more than two years (24 + months), the probation period will be ninety (90) days.
- The probation period is based on the full-time nominal duration assigned to the qualification regardless of the individual training contract mode; full-time, part-time, school-based or where credit for time-served has been negotiated.
- 3.2 Extension of Probation Period
- 3.2.1 Any party to a training contract may apply for an extension of the probation period.
- 3.2.2 An extension of the probation period must not exceed the duration of the original probation term.
- 3.2.3 The application should be agreed upon and signed by the parties of the training contract.
- 3.2.4 A notification of intention to apply or an application to extend the probation period must be made prior to the expiry of the existing probation period and approved by TTAC or its delegate.
- 3.2.5 The application will have no effect until approved by TTAC or its delegate.
- 3.2.6 Parties will be notified of the decision in writing.
- 3.3 Termination within the Probation Period under Section 21 of the *Training and Workforce Development Act 2013*
- 3.3.1 Any party to a training contract may apply to terminate the training contract during the probation period.
- 3.3.2 Termination of employment must be in accordance with relevant industrial arrangements.
- 3.3.3 Any party to a training contract seeking to terminate a training contract within the probation period, must notify or apply to the TTAC through Skills Tasmania before the probation period has expired and provide reasons for seeking to terminate.
- 3.3.4 The application will have no effect until approved by TTAC or its delegate.
- 3.3.5 Parties will be notified of the decision in writing.

Guideline 4 Suspension of Training Contract

Section 36, *Training and Workforce Development Act 2013*

previously **Guideline 3**

4. Suspension of Training Contract

- 4.1 Prior to the commencement of any suspension period either the employer or apprentice/trainee or relevant stakeholder must inform Skills Tasmania of the intended suspension. This may be by phone or email. A formal application on the approved template must be submitted to Skills Tasmania within 14 days of commencement of the suspension and preferably before the suspension period begins unless there are exceptional circumstances (*).
- 4.2 Where only one party to the training contract makes application for suspension, the request must outline why the other party has not signed or agreed to the suspension. In these cases, the other party will be contacted to advise of the intent to suspend the training contract and allow a prescribed time for that party to respond and for a Workforce Training Consultant to investigate and verify circumstances. If no response is received, then TTAC or its delegate will consider the matter on the available evidence.
- 4.3 TTAC or its delegate may determine to suspend the training contract on its own motion. In these cases, the parties will be contacted to advise of the intent to suspend the training contract and invited to respond within a prescribed period. A Workforce Training Consultant is required to investigate and verify circumstances.
- 4.4 Applications for suspension during the probation period will not be approved unless exceptional circumstances (*) exist.
- 4.5 The suspension period will have no effect unless approved by TTAC or its delegate.
- 4.6 Parties will be notified of the decision in writing.
- 4.7 Suspension due to work shortage
 - 4.7.1 Applications must show that three alternative employers within the region have been approached to provide employment for the apprentice/trainee, unless there are exceptional circumstances. *
 - 4.7.2 Arrangements to continue training during the suspension period must be investigated by the employer.
 - 4.7.3 Suspension does not apply to scheduled training or public holidays.
 - 4.7.4 The maximum work shortage suspension period for each year of the term of the training contract is one month. However up to three months per year of the term of the training contract may be approved for exceptional circumstances. *
 - 4.7.5 Unless exceptional circumstances (*) exist, no suspensions will be approved during the first six months of a training contract.

- 4.8 Group applications for suspension due to work shortage
 - 4.8.1 TTAC delegates to Skills Tasmania the approval of applications for the suspension of five or more apprentices/trainees by one employer at the same time.
 - 4.8.2 On receipt of such applications, TTAC members are to be immediately advised by email to allow members 24 hours to comment prior to approval.
 - 4.8.3 The decision will be based on:
 - (i) TTAC's suspension policy on work shortage
 - (ii) relevant information supporting the suspension application
 - (iii) the history of the employer in relation to employment and training of apprentices and trainees
 - (iv) information provided by the relevant Workforce Training Consultant, and
 - (v) any other information considered relevant by the committee.
- 4.9 Suspension due to medical/personal reasons
 - 4.9.1 Application must be made in writing, on the approved template, stating reasons, and the period of suspension.
- 4.10 Suspension due to disciplinary action
 - 4.10.1 Application must be made in writing, stating reasons, period of suspension and operative date requested.
 - 4.10.2 Where allegations are made of apprentice/trainee misconduct, the employer, after advising TTAC, may be given immediate approval to suspend the training contract for a period of up to three days. During this period the matter will be investigated by a Workforce Training Consultant and a report prepared for TTAC.
- 4.11 Extension of period
 - 4.11.1 A training contract which has been suspended will be extended by the period of suspension unless TTAC determines otherwise.

() Exceptional circumstances must be detailed in the application and will be investigated by a Workforce Training Consultant.*

Guideline 5 Transfer of Training Contract

Section 33, *Training and Workforce Development Act 2013*

previously **Guideline 4**

5. Transfer of Training Contract

5.1 Permanent Transfer

Where the permanent transfer of a training contract to another employer is sought by the parties to a training contract the following will apply:

- 5.1.1 If the transfer is permanent, an 'Application to Transfer a Training Contract' must be signed by the apprentice/trainee, the current employer, the new employer and the parent/guardian (if the apprentice/trainee is under 18 years of age).

This application will not be considered unless it is submitted with a new training contract and training program outline for the remainder of the nominal duration.

- 5.1.2 Where a training contract is being transferred permanently a probation period of sixty (60) days will apply to a training contract with a nominal full-time duration of 2 years (24 months) or less and ninety (90) days to a training contract of more than 2 years (24 + months).

The probation period is based on the full-time nominal duration assigned to the qualification regardless of the individual training contract mode, full-time, part-time, school-based or where credit for time-served has been negotiated. Refer to *Guideline 3 - Probation Under a Training Contract*.

5.2 Temporary Transfer

Where the parties apply to transfer a training contract on a temporary basis, the following will apply:

- 5.2.1 During the temporary transfer the responsibility of the training contract is with the temporary employer and they must be made aware of the training contract obligations and TTAC policies and guidelines.

- 5.2.2 If at the end of the agreed temporary transfer period the temporary employer has no wish to proceed with a permanent transfer, then responsibility for the training contract reverts to the original employer.

- 5.3 The 'transfer date' is the date that the previous employer relinquishes their responsibility (referred to on the application as the 'current' employer). Therefore, the commencement date on the new training contract will be the next scheduled working day after that date.

Guideline 6 Transfer* of Apprentices/Trainees Where There is Not Mutual Consent

Sections 33, *Training and Workforce Development Act 2013*

previously Guideline 9

6. Transfer* of apprentices/trainees where there is not mutual consent

- 6.1 TTAC or its delegate will not normally approve a transfer of an apprentice/trainee to another employer where there is not mutual consent unless there are extenuating circumstances as follows:
 - 6.1.1 The employer has not complied with their obligations under the training contract.
 - 6.1.2 The employer has not complied with work health and safety legislation.
 - 6.1.3 The employer has not adhered to the appropriate industrial arrangement.
 - 6.1.4 The employer cannot support the apprentice/trainee completing the qualification.
 - 6.1.5 The employer has mistreated the apprentice/trainee.
 - 6.1.6 Serious issues in the workplace that are unable to be resolved.
 - 6.1.7 Other circumstances exist that seriously compromise successful completion of the training contract.
 - 6.1.8 Where the learner is school-aged.

** This includes situations where a training contract is to be cancelled to enable an apprentice/trainee to sign a new training contract with another employer.*

Guideline 7 Cancellation of Training Contract

Section 38, *Training and Workforce Development Act 2013*

previously Guideline 2

7. Cancellation of Training Contract

7.1 Mutual Consent

- 7.1.1 A training contract may be cancelled by the parties to the contract with the approval of TTAC or its delegate.
- 7.1.2 An application must be on an approved template and must be submitted to Skills Tasmania at least seven days prior to the proposed date of cancellation, unless exceptional circumstances exist (*).
- 7.1.3 All applications will be considered by a Workforce Training Consultant and where necessary, investigated prior to approval/rejection by TTAC or its delegate.

7.2 Cancellation by order

- 7.2.1 On written application by a party to the training contract, TTAC requires a Workforce Training Consultant to enquire and report with a recommendation to TTAC or its delegate.

7.3 Cancellation due to inactivity

- 7.3.1 When advice received indicates that a training contract has been inactive for one month or more, a Workforce Training Consultant will investigate and report with a recommendation to TTAC or its delegate.

7.4 Abandonment

- 7.4.1 When advice received indicates that a party has abandoned the training contract, a Workforce Training Consultant will investigate and report with a recommendation to TTAC or its delegate.

7.5 Termination of Employment

- 7.5.1 Termination of employment of apprentice/trainee requires compliance with the terms and conditions of:
 - (i) the training contract, and
 - (ii) relevant industrial arrangements.

7.6 Approval

- 7.6.1 In all circumstances, cancellation will not take effect until approval is granted by TTAC or its delegate.

(* *Exceptional circumstances must be detailed in the application.*)

Guideline 8 Disputes Relating to Training Contracts

Sections 52 and 53 of the *Training and Workforce Development Act 2013*

previously **Guideline 7**

8. Disputes Relating to Training Contracts

- 8.1 Any party to an active training contract may apply to the TTAC to hear and determine any dispute relating to the terms, conditions, operations or obligations of a training contract.
- 8.2 A party lodging an application to hear a dispute must submit the dispute application in writing on the approved template to the TTAC within 10 working days of receipt of the form. A respondent to the dispute application must submit in writing on the approved template to the TTAC within 10 working days of receipt of the form.
- 8.3 Where the dispute involves a school aged learner, the parent/guardian will be notified and the school and/or Education Authority will be asked to provide a submission as part of the application process. (See *Policy 2 Training Contracts for School Aged Learners* for definitions of school-aged learners and the Education Authority).
- 8.4 The TTAC can only hear matters relating to the training contract. Employment award or agreement related issues, issues of work, health & safety, and/or any other matters that fall outside the TTAC's jurisdiction must be referred to the appropriate authority.
- 8.5 The TTAC may assess that it is not appropriate to hear a dispute under Section 52 where a formal complaint or matter has been raised with the relevant authority, or for any other reason TTAC deems appropriate. The TTAC may instead cancel the training contract and/or issue a direction in accordance with Sections 38, 40 or 47 of the Act.
- 8.6 A party wishing to attend a hearing with one or more support person(s) must seek the approval of the TTAC. The request must be submitted at least three days prior to the hearing date and include the person(s) name, relationship and reason for attendance.
- 8.7 Dispute hearings that involve a party who is a school aged learner have the following attendance requirements:
 - (a) it is strongly encouraged that the school aged learner is accompanied by a parent/guardian and/or a support person
 - (b) if a support person is nominated by the school-aged learner in lieu of a parent/guardian, the support person must be at least 18 years of age, and
 - (c) with prior approval from the TTAC, the parent/guardian and/or support person may supplement the submission of a school-aged learner.
- 8.8 Where relevant, a representative from the school or relevant Education Authority or Registered Training Organisation (RTO) or Apprenticeship Network Provider (ANP) may be invited by the TTAC to be present at the dispute hearing, either in person or via communications technology.
- 8.9 In considering a dispute case, the TTAC is to be provided with:
 - (a) the details of the dispute, as provided by the parties
 - (b) advice from, or the findings of any investigation undertaken by Skills Tasmania officers, including Workforce Training Consultants

- (c) where appropriate, advice from or the findings of Fair Work Australia, WorkSafe Tasmania, Equal Opportunity Tasmania, the relevant industry regulator, Tasmania Police or other relevant authority
- (d) evidence of action(s) taken by either party to resolve the dispute
- (e) the training plan
- (f) submissions by the Education Authority and/or school, and Registered Training Provider and/or Apprenticeship Network Provider (ANP), where relevant
- (g) the prior training history of the employer, and/or
- (h) other documents or evidence that is considered to be of relevance to the case.

8.10 In making a determination, the TTAC will take into account the following:

- (a) whether either or both parties have contravened the obligations of the training contract
- (b) whether the employer is a fit and proper person for purposes of training contracts or vocational placement agreements
- (c) whether reasonable support has been provided to the apprentice/trainee by the employer
- (d) whether satisfactory progress has been made by the apprentice/trainee in the training contract, and
- (e) whether and to what extent there are mitigating circumstances.

8.11 In considering a dispute case involving the training contract of a school aged learner, the TTAC will examine the schooling, training or employment arrangements, by taking into account:

- (a) whether an annual review of the arrangement has occurred, as required under *Policy 2 Training Contracts for School Aged Learners*
- (b) whether changes to the learner's schooling, training or employment arrangements were agreed by all parties to the training contract
- (c) whether the arrangements are in the interest of the learner and comply with the *Education Act 2016*
- (d) any other advice from the school and/or Education Authority, and
- (e) the reasons for the cancellation of the training contract.

8.12 After hearing a dispute, the TTAC may determine to:

- (a) amend the training contract
- (b) transfer the training contract
- (c) suspend the training contract
- (d) terminate the training contract, or
- (e) give any directions the TTAC considers appropriate to either party to a training contract.

Failure to comply with a direction may result in the application of a fine in accordance with Section 40 of the Act.

- 8.13 In determining a dispute, where it has been found that the obligations of a training contract have been contravened, the TTAC may impose a penalty, which may include:
- (a) refusing to approve a new training contract for some or all qualifications for a specified period of time not exceeding 12 months, except for school aged learners who are exempt from this penalty
 - (b) additional reporting requirements for any training contracts
 - (c) additional education and monitoring arrangements for any training contracts, and/or
 - (d) a determination that, under Section 48 of the *Training and Workforce Development Act 2013*, the employer is not a fit and proper person for purposes of training contracts or vocational placement agreements.
- 8.14 Parties will be formally advised of the TTAC's decision, including any penalty, in writing within 7 days of the date of the hearing. Where the TTAC decides to delay its decision after a dispute hearing due to a requirement for further advice from an appropriate authority, parties will be advised regularly of progress.
- 8.15 In accordance with Section 53 of the Act, any person may apply to the Secretary to carry out an inquiry into the process followed by the TTAC in making a decision in relation to:
- (a) the approval of a training contract
 - (b) the conditions to which the approval of a training contract is subject, or
 - (c) the amendment, transfer, suspension or termination of a training contract.

This includes the process followed by the TTAC in handling and hearing a dispute in relation to these matters.

- 8.16 An application for an inquiry may only relate to the process undertaken by the TTAC in making its determination. It cannot relate to the merit of the decision or determination.

Guideline 9 Competency-based Completion of Apprenticeships and Traineeships

Sections 37, *Training and Workforce Development Act 2013*

previously **Guideline 10**

9. Competency-based Completion of Apprenticeships and Traineeships

- 9.1 A nominal term, implying a nominal completion date, will be assigned to each training contract. The actual completion date will be the date on which all the competency-based requirements of the training contract have been met as assessed by the Registered Training Organisation (RTO). Any training contract reaching the nominal completion date without the apprentice/trainee meeting competency-based completion requirements will be followed up by Skills Tasmania.
- 9.2 The RTO is to advise the employer and apprentice/trainee in writing of a date, with at least 21 days' notice of its intention to undertake a final assessment of an apprentice's/trainee's competence against a qualification.
- 9.3 Where there are exceptional circumstances as determined by the RTO, the parties may agree to sign a waiver form if the final assessment is to take place within a 21 day period.
- 9.4 Prior to the final assessment, the RTO is to provide the apprentice/trainee and the employer with notice, in writing, of the grievance processes if any party is not satisfied with the assessment outcome. (This written notice is additional to the NVR or AQTF standards requirement for information on grievance procedures.)
- 9.5 Where the apprentice/trainee and the RTO believe that the apprentice/trainee is ready to be assessed against the qualification earlier than scheduled in the training plan, the employer must either support the apprentice/trainee to enable the assessment or provide evidence clearly identifying, in conjunction with the RTO, why assessment cannot occur.
- 9.6 The RTO must ensure that the employer actively participates in the validation of the completion of each assessment, that the employer is made aware that the assessment is based on the training package evidence and is in a workplace context.
- 9.7 The RTO must ensure that the employer and apprentice/trainee are made aware that once all the competencies have been achieved that it means the successful completion of the apprenticeship or traineeship.
- 9.8 Once an apprentice/trainee has been assessed as competent against the requirements of the qualification by an RTO:
 - 9.8.1 The RTO must inform Skills Tasmania of the date when the apprentice/trainee was assessed as competent as this is the 'completion date'. This completion notification must be received by Skills Tasmania within 14 days of this assessment unless the assessment outcome is being appealed under 9.4 of this guideline.
 - 9.8.2 If any party has a grievance during this process, they must use the RTO's grievance procedure. Where the matter has not been successfully resolved, the aggrieved party may pursue the matter through TTAC as appropriate.

Guideline 10 Tasmanian Operational Requirements for Group Training Organisations

Section 14(1), *Training and Workforce Development Act 2013*

previously Guideline 15

10. Tasmanian Operational Requirements for Group Training Organisation

- 10.1 For an organisation to be registered, and continue to be registered, as a Group Training Organisation in Tasmania, it must:
 - 10.1.1 be able to demonstrate at any time that it meets the most recent version of the National Standards for Group Training Organisations
 - 10.1.2 comply with any request for information from the Secretary of the Department of State Growth, through Skills Tasmania, for information on any element of their business that relates either to compliance with the National Standards for Group Training or the operations of the GTO, providing such requests and the response timeframes are reasonable.

Guideline 11 Vocational Placements

Division 2, *Training and Workforce Development Act 2013*

previously **Guideline 16**

11. Vocational Placements

11.1 Background

- 11.1.1 Vocational placements are a valuable part of training, providing students with the opportunity to apply theory and skills they have learnt through training in a real workplace.
- 11.1.2 Under vocational placement arrangements a student's workplace performance forms part of their assessment by a Registered Training Organisation (RTO) to complete a qualification or unit/units of competency.
- 11.1.3 The *Tasmanian Workforce Development and Training Act 2013* gives TTAC the power to develop guidelines for vocational placements in Tasmania.
- 11.1.4 This guideline is designed to assist RTOs and employers to meet their requirements under the Act and ensure quality vocational placements.

11.2 Scope

- 11.2.1 This guideline applies to parties involved in a vocational placement as defined in the *Training and Workforce Development Act 2013* – (RTO, employer and person undertaking the placement) and supports the Vocational Placement Policy.
- 11.2.2 This guideline applies to:
 - (a) all vocational placements that are mandated as part of a training package
 - (b) all vocational placements where a vocational placement forms part of a Skills Tasmania contract or grant, and
 - (c) all vocational placements where a placement is required as part of assessment towards a qualification or unit of a qualification.
- 11.2.3 This guideline applies to all vocational placements in Tasmania, whether or not the training is subsidised by the Tasmanian government.
- 11.2.4 The guideline does not apply to:
 - (a) apprentices and trainees
 - (b) work experience placements, and
 - (c) any work placement that does not contribute to the assessment of the unit or qualification.

11.3 Vocational Placement Agreement

- 11.3.1 There must be a written agreement between an employer and an RTO in relation to a vocational placement for persons undertaking the training required for a qualification with the RTO (s42 of the Act).
- 11.3.2 The written agreement must as a minimum set out the obligations and rights of:

- (a) the employer (host business)
- (b) the RTO
- (c) the persons (students) who are provided with vocational placements with or by the employer
- (d) provisions determined by TTAC, and
- (e) have the approval of the relevant registered employee organisation (S43 of the Act).

11.3.3 Where a student is a school student under a VETiS program the vocational placement agreement must also be negotiated with, and approved by, an authorised school representative.

11.4 RTO responsibilities

11.4.1 Note: Where the following RTO responsibilities refer to a school student an authorised school representative must also be involved or informed as applicable.

11.4.2 The RTO must:

- (a) Negotiate a vocational placement program with an employer including the student selection process and the relevant skills that are required to be developed and practiced.
- (b) Prepare the Vocational Placement Agreement and ensure that the employer, student and guardian if applicable, sign the Agreement prior to the start of the placement.
- (c) Ensure that the vocational placement directly relates to the qualification being undertaken by the student. It is the RTO's responsibility to ensure that the learning to be obtained during the practical placement relates to the course outcomes at the appropriate skill level and to the competencies required for the qualification.
- (d) Provide clear information to the employer and student as to expectations of the vocational placement. A Vocational Placement Learning Plan should be developed with the student and the employer detailing tasks to be undertaken, how evidence is to be collected and how this relates to competencies to be assessed.
- (e) Ensure that the Vocational Placement Agreement and Learning Plan clearly specifies any requirement for the employer to contribute to assessment through, for example providing reports, completing checklists of tasks or confirming a work diary.
- (f) Ensure that the Vocational Placement Agreement clearly shows the location, date and times of the vocational placement and that the vocational placement is not more than 240 hours in a 12 month period.
- (g) Ensure that the Vocational Placement Agreement clearly shows a distinction between an unpaid or paid vocational placement. In the latter case payment arrangements need to be specified, noting that a

paid placement requires the employer to provide workers compensation.

- (h) Keep the original copy of the Vocational Placement Agreement and provide the employer and student with a copy.
- (i) Monitor the student's progress and support and maintain contact with the employer during the placement.
- (j) Obtain feedback from the student and employer once the vocational placement is completed.
- (k) Ensure that records are kept of vocational placements including contact details of the workplace and supervisor and student for a period of seven years. These records may be accessed by TTAC for evaluation of vocational placements.
- (l) Ensure that the employer has their own public liability insurance and this is noted in Vocational Placement Agreement.
- (m) Ensure that the employer signs a declaration that their workplace complies with *Workplace Health and Safety Act 2012*.
- (n) Maintain appropriate liability insurance to cover the parties during the vocational placement.

11.5 Employer responsibilities

11.5.1 The employer must:

- (a) Plan the proposed vocational placement with the RTO, including the selection process for students.
- (b) Notify the RTO of any significant risks, restrictions or legislative requirements in the workplace.
- (c) Ensure the workplace is compliant with the *Workplace Health and Safety Act 2012* and *Workplace Health and Safety Regulations 2012*.
- (d) Maintain public liability insurance cover and list details of this in the Vocational Placement Agreement.
- (e) Sign the Vocational Placement Agreement prior to commencement of the placement.
- (f) Ensure the student receives appropriate induction into the workplace.
- (g) Provide supervised training and relevant learning experiences as agreed in the student's Learning Plan.
- (h) Provide the student with ongoing feedback and complete documentation agreed with the RTO regarding the student's placement.
- (i) Ensure the student is in a safe working environment and is not subjected to any form of sexual harassment, victimisation or discrimination.
- (j) Report all incidents to the RTO and complete incident reports as required.

(k) Complete an evaluation of the vocational placement.

11.6 Useful best practice guidelines include:

- (a) TasTAFE Work Placement Resource Kit
- (b) Tasmanian Disability Sector Vocational Placement Guidelines
- (c) ACPET Vocational Placement Guide
- (d) Work Placement Guide for CHC Community Services and HLT Health Training package.

11.7 Relevant legislation:

- (a) [Training and Workforce Development Act 2013](#)
- (b) [Work Health and Safety Act 2012](#)
- (c) [Work Health and Safety Regulations 2012](#)
- (d) [Standards for NVR Registered Training Organisations](#)
- (e) [Fair Work Act 2009](#)
- (f) [Occupational Licensing Act 2005](#)
- (g) [Anti-Discrimination Act 1998](#)



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