

# Traineeship Information Outline

## Australian Apprenticeship Centres (AAC's)

AACs are contracted by the Commonwealth Government to provide information, advice and assistance to employers and Apprentices / Trainees throughout the life of the training agreement, and to assess, approve and process the payment of Commonwealth incentive payments. It is important to note that **only** NACs can advise employers about their eligibility for Commonwealth payments. The employer can choose from a number of NACs – to find the nearest NAC, call the New Apprenticeships Hotline on 1800 639 629.

## Supervising Registered Training Organisations (SRTO's)

Each trainee must have a Supervising Registered Training Organisation. The SRTO co-ordinates the training, provides a Training Plan & Training Record Book, and provides support throughout the Apprenticeship / Traineeship.

## Department of Employment & Training

DET is the **only** authority with the State legislative responsibility to approve, refuse, amend, monitor and regulate Apprenticeships & Traineeships in Queensland. The Department works cooperatively with NACs and RTOs in exercising this authority. The parties to an agreement may raise any issue or concern regarding the Apprenticeship / Traineeship, or the provision of services, with either the NAC, the RTO or directly with the local office of DET. For more information contact DET's Training Line on 1300 369 935.

## Employer Eligibility

The *Vocational Education, Vocational Education, Training and Employment Act 2000* requires employers, seeking to employ a trainee, to provide, or arrange to provide the facilities, range of work, supervision and training required under the trainee's training plan. Employers are required to provide their Apprentices / Trainees with adequate supervision and training. For further information, contact DET on 1300 369 935.

## The Training Contract

Apprenticeships & Traineeships are available under full-time or part-time employment arrangements. **Apprenticeships & Traineeships are not permissible under casual employment arrangements.** Entry to an Apprenticeship / Traineeship requires the parties to enter a formal contract to train. This occurs through the parties (the employer, the trainee and, if the trainee is under 18 years, the guardian) completing a Training Contract and lodging it with the chosen NAC.

The Training contract is a legally binding agreement between an employer and a person who is to be trained to achieve the Apprenticeship / Traineeship qualification stated in the contract. It formalises the decision of the parties to enter an Apprenticeship / Traineeship. All parties to the contract must provide accurate and truthful information. Failure to do so constitutes a breach of the *Vocational Education, Training and Employment Act 2000*.

By entering a Training Contract, all parties agree to be bound by the conditions laid down within the *Vocational Education, Vocational Education, Training and Employment Act 2000* and the training contract. The major conditions, detailed within the training contract are provided below.

## Obligations of Parties

The Employer must:

- sign a Training Contract during the probationary period
- forward the completed Training Contract to a NAC within one month, at the latest, of expiry of the probation period;
- provide, or arrange to provide, the facilities, range of work and supervision to trainee the trainee as specified in the training plan;
- deliver to the trainee the training the employer is required to deliver under the training plan;
- pay the wages and provide the entitlements specified in the relevant employment agreement or award in accordance with the *Industrial Relations Act 1999*;

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- discharge all other lawful obligations of an employer, including those related to safety;
- notify the nearest DET office in writing within 14 days of the following events:
- an agreement by the parties to amend, temporarily assign or cancel the Training Contract
- the sale or disposal of the business by the employer;
- dissolution of a partnership;
- belief that the trainee is failing to make reasonable progress; or
- belief the apprenticeship / traineeship will not be completed in the nominal term.
- notify the RTO in writing within 10 days of both employer and trainee agreeing that the training required to be delivered by the employer, under the training plan, has been completed.

The Trainee must:

- observe the conditions of the relevant employment agreement or award, certified agreement or order of the Queensland Industrial Relations Commission;
- attend and perform work as directed by the employer;
- behave in a courteous and professional manner;
- obey all lawful commands;
- not waste, damage or injure property, goods or business of the employer;
- participate in the development of the training plan;
- work towards achieving competencies of the training program;
- as instructed, undertake any training and assessment related to the training program;
- maintain a record of training in their Training Record Book;
- acknowledge that all workplace instructions and any other material which comes into the trainee's possession as a result of the training, remains the property of the employer (except entitlements as determined by the *Vocational Education, Training and Employment Act 2000*); and
- acknowledge that all information obtained from the employer and given in circumstances of confidence must be kept confidential and not be used or disclosed to any person without the express approval of the employer.

## Probationary Period

In recognising the challenges associated with parties contracting themselves for predetermined periods of employment and training, the *Vocational Education, Training and Employment Act 2000* provides for a "probationary period" for all apprenticeships / traineeships. The probation period for traineeships is 30 days and the probation period for Apprenticeships is 90 days.

**From an employer's perspective, probation should be used to assess their willingness to commit to the trainee for the duration of the apprenticeship / traineeship. The assessment should address issues such as the trainee's work ethic, reliability and potential for success in the chosen apprenticeship / traineeship.**

## The Training Plan

There must be a training plan for every New Apprentice who has entered into a Training Contract. A training plan provides a structured approach to the development and attainment of skills for a particular qualification. A training plan must be negotiated and the contents agreed to by the New Apprentice, employer and RTO.

## Cancellation

Following expiry of the probationary period, parties to the training agreement forfeit their right to unilaterally withdraw from the Training Contract. Once probation has expired, termination of the training agreement can only occur through one of the following methods:

- The mutual agreement of the parties – ie. the employer, New Apprentice and (if under the age of 18 years) the trainee's guardian; or
- Where the parties do not agree, application to and decision by the Training Recognition Council, which will decide the matter; or
- Determination of the Training Recognition Council.

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## Entitlements

The employer must pay the wages and provide the entitlements specified in the relevant industrial relations arrangements (award, certified agreement or order) in accordance with the *Industrial Relations Act 1999*. The Department has a Queensland wide information service, which provides information on State and Federal awards, agreements, wage rates and conditions for employees and Apprentices / Trainees. This service can be accessed via Wageline by telephoning 1300 369 935.

Time spent by a New Apprentice in undertaking an approved course of instruction or qualification, up to the maximum number of hours specified in the approval, is taken to be paid time. This applies irrespective of the way the course is delivered.

## Parent's / Guardian's Role & Responsibility

Many minors seek entry to New Apprenticeships. A parent or guardian is required to be a party to the Training Contract if the trainee is under the age of 18 years **at the date of signing the Training Contract**. The parties must sign the contract before the probationary period ends. The parent or guardian maintains the status of "party" to the Training Contract while the New Apprentice remains under 18 years. Once the New Apprentice reaches 18 years, the guardian loses that status.

## Discipline

The *Vocational Education, Training and Employment Act 2000* provides for the Training Recognition Council to apply disciplinary measures against Apprentices / Trainees and employers it reasonably believes have engaged in misconduct.

## The Training Record Book

SRTOs are required to issue a Training Record Book to New Apprentices within seven days of the training plan being signed. The purpose of the Training Record Book is to record the achievement of competencies agreed within the training plan. This record is an important document that must be kept by New Apprentices throughout their training program and given to the employer and the SRTO for inspection and to have entries updated, on a regular basis.

The Training Record Book belongs to the New Apprentice and may be used for a number of reasons. Failure to maintain and produce a Training Record Book constitutes "misconduct" under the Act.

## Tuition Fees

Every New Apprentice undertaking a Certificate 3 (AQF Level 3) Qualification or above will be required to pay fees relating to their college-based training. Criteria relating to the maximum fees payable and to exemptions from fees exist. Tuition Fees for the Certificate III in Business Administration are approx. \$400 & Tuition Fees for the Certificate III in Hospitality (commercial Cookery) are approx. \$1 200 (certain discounts also apply).

## Fact Sheets

Further information on any of the above topics may be obtained by accessing the Dept's "Fact Sheet" web site on : [www.trainandemploy.qld.gov.au](http://www.trainandemploy.qld.gov.au)