

## Smart & Skilled Apprenticeships & Traineeships Policy

Apprenticeships and traineeships offer many benefits to employers and employees. Employers can develop an employee who is trained to understand the specific requirements of their workplace and has the skills that match business objectives. Employees have the chance to gain valuable work experience, develop skills and acquire a nationally recognised qualification.

### Employee & Employer Agreement

Both parties understand that there is a formal agreement to train the Australian Apprentice known as the National Training Contract that sets out the legal obligations binding on the employer and the employee.

Both parties enter into the employment and training arrangement with a commitment to mutual respect, honesty and fairness. Both parties agree to determine the qualification and the competencies that the employee is working to attain.

Both parties have a clear understanding of their contractual obligations including the duration of the training contract. Both parties are clear about available dispute resolution avenues and understand what is required to terminate the contract.

### The employer will:

- Meet legal obligations. This involves:
  - Conforming with relevant Commonwealth and State/Territory legislation, including that relating to apprenticeship/traineeship arrangements.
- 2. Provide a safe working environment. This involves:
  - Providing a safe workplace, free from workplace, verbal, physical, racial and sexual abuse;
  - Ensuring that all Workplace health and safety requirements are addressed; and
  - Provision of an appropriate introduction to the workplace, stressing Workplace health and safety requirements essential to workplace safety.
- 3. Support structured training. This involves:
  - Providing opportunities to develop knowledge and skills;
  - Lodging training contract documentation with the relevant authorities;
  - Participating in the development of the training plan and providing facilities and expertise to assist in the training of the trainee/apprentice in the agreed qualification (this may include on-the-job training, supervision from competent Individuals, mentoring, or time off for off-the-job training);
  - Ensuring that a record of training is maintained; and
  - Ensuring that the relevant authorities are notified on the completion of the training contract or advising them in instances where the training contract is in danger of not being completed.
- 4. Provide supervision and support. This involves:
  - Providing the trainee/apprentice with a nominated workplace supervisor and could involve a coaching or mentoring arrangement, especially for trainees/apprentices with little experience of work; and
  - Being mindful that trainees/apprentices under the age of 18 are minors, and that their parents or guardians have legal responsibility for them.
- 5. Advise Trainee/Apprentices of their rights and responsibilities. This involves:
  - Ensuring that trainees/apprentices are encouraged to raise issues and problems both in the workplace and with GIMBAL TRAINING;
  - Advising trainees/apprentices of entitlements, such as wages and conditions;
  - Ensuring that the trainee/apprentice is aware that help and assistance is also available from the relevant State/Territory Training Authority; and
  - Providing comprehensive induction processes for commencing trainees/apprentices to ensure that they are aware, from the time of commencement, of the proposed training program, workplace safety requirements and their rights and responsibilities.

### **The trainee/apprentice will:**

1. Be aware of and make a commitment to fulfil work responsibilities. This involves:
  - Attending and performing work in a professional and courteous manner in accordance with the employer's requirements;
  - Taking care of workplace property and resources;
  - Respecting the rights of other Australian Apprentices and employees in the workplace;
  - Remembering that information obtained from the employer must be kept confidential and not disclosed without approval from the employer; and
  - Consent from a parent or guardian, if you are less than 18 years of age.
2. Be aware of and make a commitment to fulfil training responsibilities. This involves:
  - Making all reasonable efforts to achieve the competencies specified in the training plan and undertaking any training and assessment required;
  - Participating in the development of the training plan;
  - Attending training sessions or supervised workplace activities and taking advantage of learning opportunities; and
  - Maintaining a record of training.

### **General Administrative Practices**

#### **Government Systems**

The relevant government authorities in each jurisdiction have a range of web systems that are made available to RTO's to assist in the management of traineeships and apprenticeships.

When GIMBAL Trainings nominated as the training provider for an Apprentice or Trainee, it will use web systems as required in each jurisdiction. Gimbal Training accesses each system on at least a weekly basis to identify new individuals that have nominated it as their preferred provider.

#### **Notifications**

Gimbal Training immediately notifies the relevant Australian Apprenticeship Support network (AASN) if the qualification selected is not appropriate or relevant to the Apprentice/Trainee's work duties, and request that the employer and Apprentice/Trainee vary the Training Contract.

Gimbal Training notifies the relevant AASN and State Training Authority contact in each jurisdiction within 24 hours of being notified of the death of an Apprentice/Trainee.

Gimbal Training undertakes the notifications outlined below within two (2) weeks of each listed event occurring:

- After first contact with an employer where a training contract needs to be completed – notification to the AASN.
- An Apprentice/Trainee's non-enrolment – notification to the AASN.
- A situation, including absences, which has the potential to affect completion of the Training Contract (after trying to resolve the matter via contact with the employer and Apprentice) – notification to the relevant State Training Authority contact in each jurisdiction.
- Withdrawal/non-start of enrolled Apprentice/Trainee – notification to the AASN.
- The requirements being met for issuing of a qualification to any Apprentice or Trainee - notification to the AASN and the relevant State Training Authority contact in each jurisdiction.
- An Apprentice/Trainee's change of address – notification to the AASN and the relevant State Training Authority contact in each jurisdiction.
- An Apprentice/Trainee's change of employer – notification to the AASN.

#### **Gimbal Training Responsibilities**

Gimbal Training confirms its responsibilities under National Training Contract arrangements as follows:

- Confirm the employer's capacity to train;

- Provide training as nominated on the Training Contract to full time or part time Apprentices/Trainees.
- Make all reasonable provisions for the Apprentice/Trainee to achieve all competencies required for the Structured Training within the nominal duration of the Training Contract
- Advise the Apprentice/Trainee and their employer that an application for an extension to the term of the Training Contract must be made if they are unable to complete the Structured Training prior to the nominal completion date of the Training Contract (this application should be lodged by the employer via the relevant AASN).

### **Delivery Practices**

Gimbal Training does not commence Structured Training before:

- The commencement date of the Training Contract;
- Creation of the State Training Authority record or approval (as relevant in each jurisdiction)
- Employer discussion has been conducted and Employer Validation completed; and
- Enrolment Officer has contacted the employer/workplace supervisor of the Apprentice/Trainee to:
  - Outline the supervisor's responsibilities;
  - Outline the purpose of further contacts; and
  - Develop the Training Plan (in conjunction with the Employer and Apprentice/Trainee).

### **Structured Training**

Gimbal Training may deliver structured training within one or a combination of both of the following modes:

- Off-the-job Structured Training refers to training that is conducted by Gimbal Training personnel at a Gimbal Training site or nominated training facility; and/or
- Workplace based Structured Training refers to training that is conducted by Gimbal Training staff at the Apprentice/Trainee's workplace. The Apprentice/Trainee must be withdrawn from regular work duties to participate in the training.
- For every Apprentice/Trainee who is undertaking some workplace-based training, GIMBAL TRAINING:
- Conducts a workplace induction with the Apprentice/Trainee and supervisor and sign off the Training Plan with the supervisor/employer;
- Makes a minimum of four contacts per year (at least one in each calendar quarter) with the employer in person, to discuss the Apprentice/Trainee's progress against the Training Plan and obtain employer confirmation in writing of the Apprentice/Trainee's competence in the workplace;

Obtains verification of the face to face visits by acquiring the dated signature of the employer/workplace supervisor and Apprentice/Trainee;

During the visit:

- - Meets with the Apprentice/Trainee to discuss progress in relation to the Training Plan;
- - Delivers training and/or assessment in accordance with the Training Plan; and
- - Documents the training and/or assessment provided about the competencies;
- Ensures withdrawal time from routine work duties for Structured Training activities, as follows:
  - At Certificates III and above, a minimum of three hours per week, averaged over a four-week cycle (pro rata for part time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines Off-the-job Structured Training and Workplace based Structured Training);
  - At Certificates I and II a minimum of one and half hours per week, averaged over an eight-week cycle (pro rata for part time Trainees and only for the duration of competencies delivered and assessed in the workplace if the training program combines Off-the-job Structured Training and Workplace based Structured Training); and
  - A maximum of 40 hours of the annual withdrawal time may be delivered as block training within the first 3 months of training for all certificates. This training should focus on compliance and regulatory units and generic skills.

- Where an employer/supervisor is not allowing the Apprentice/Trainee to be withdrawn from routine work duties for the applicable minimum specified time, report the non-compliance if initial consultation with the employer/supervisor does not resolve the issue.
- Make monthly contact by either e-mail, phone with both the Apprentice/Trainee and the workplace supervisor to:
  - - Monitor and document the progress of training against the Training Plan;
  - - Monitor and document the training/learning activities undertaken during the withdrawal time for the previous month; and
  - - Document the dates and time periods logged as withdrawal time in the previous month.

## **Progress**

### Monthly Contact

Gimbal Training maintains at a minimum monthly contact with all students and their workplace supervisor in cases of workplace-based delivery. All contacts are recorded using the Contact Record in Job Ready.

Gimbal Training keeps employers, and their trainees and apprentices, informed of an apprentice's progress toward completing their qualification.

Gimbal Training conducts a review of the student's work performance and competency development progress every three (3) months at minimum. This is a two-way engagement with structured feedback provided to the employer.

Some industrial arrangements increase an apprentice's wages based on the apprentice's progress through their apprenticeship (typically at 25, 50 and 75 percent through the apprenticeship). Most Modern Awards with these provisions require the employer to notify Gimbal Training within 21 days if they disagree with the assessment.

These industrial arrangements relate to the employment relationship and do not remove the requirement for Gimbal Training to continue to seek employer confirmation of competency.

### **Reporting of Traineeship / Employer Issues**

Each state jurisdiction has a requirement for the reporting of traineeship / trainee employer issues in cases where issues are hampering the effective implementation of the traineeship program.

Minimum compliance requirements may include availability for onsite visits at least quarterly, provision of release time for study and support for on-the-job training. Where an employer / traineeship process is in danger of breach of a minimum compliance requirement, the Gimbal Training representative:

- Must support the trainee and employer to understand their obligations;
- Must undertake and document numerous support actions as appropriate to ensure that the compliance requirement is met; and
- Must communicate with Gimbal Training management of any issues and concerns.

Immediately once an employer / traineeship process has experienced a breach of a minimum compliance requirement, the Gimbal Training representative:

- Must advise the trainee and employer that the compliance requirements are not being met; and
- Must communicate with Gimbal Training management of the compliance breach, for immediate reporting to the relevant state training authority for action as per the relevant process in each jurisdiction.
- In the unfortunate event of the death of a trainee, this event must be reported to the relevant State Training Authority within 24 hours of the event occurring.

### **Unemployment of Apprentices / Trainees**

In instances of Apprentice/Trainee unemployment:

- Gimbal Training encourages unemployed apprentices to register on the Need an Apprentice website: [www.needanapprentice.com.au](http://www.needanapprentice.com.au).

- Gimbal Training continues the Structured Training, under a relevant Apprentice/Trainee funding source code, of an Apprentice/Trainee who becomes unemployed before completing the qualification for the following periods of time to provide reasonable opportunity of re-employment; and/or
- An Apprentice may continue to receive training toward the qualification, subject to tuition fees being paid until completion of the qualification; and/or
- Trainee may continue to receive training towards the qualification for three (3) months, or to the end of the enrolment period for which the Trainee's tuition fees have been paid, whichever is the greater.
- If an Apprentice/Trainee successfully completes the Structured Training while continuing to be unemployed the qualification can be issued but the words "achieved through Australian Apprenticeship arrangements" are omitted from the certificate or at the Apprentice's request, Gimbal Training will withhold the certificate to allow for re-employment and completion of the Training Contract.

### **Competency Based Training & Completion requirements**

For all Trainees, and Apprentices, Gimbal Training may issue the qualification only when:

- All competencies of the Structured Training have been achieved; and
- The employer has provided signed confirmation of Competency against each unit throughout the duration for the training program
- The employer has returned written confirmation of the Apprentice/Trainee's competence in the workplace (if the employer is a GTO, final confirmation must be from the GTO, not the host employer). Gimbal Training retains the written confirmation of the Apprentice/Trainee's competence from the employer for audit purposes; and
- Gimbal Training has given clear advice to the employer that final confirmation completes the Training Contract.