

# Training Plan for a South Australian Apprenticeship or Traineeship Training Contract



Government of South Australia  
Department for Industry and Skills

This Training Plan proforma is for use with Training Contracts signed on or after 15 October 2009. The Training Contract and the Training Plan must be lodged with Regulation and Contract Management, in the Department for Industry and Skills, within 4 weeks of the Contract being signed.

For school based apprenticeships and traineeships, please use the Training Plan for a South Australian School Based Apprenticeship or Traineeship Training Contract.

The Training Plan is intended to record the following agreements between the parties:

- the Australian Qualification Framework (AQF) qualification to be undertaken
- the units of competence that will make up the AQF qualification
- the mode of delivery of formal training (on-job or off-job)
- the responsibilities of the apprentice/trainee, employer and Registered Training Organisation (RTO), with respect to training under the Contract
- any additional expectations of the apprentice/trainee, employer or RTO that are agreed to by the parties to the Contract.

The apprentice/trainee, employer and Registered Training Organisation (RTO) are required to agree on the Training Plan, including the units of competence to be delivered by the RTO under the Training Contract, together with the method of delivery and assessment.

Please note that the employment arrangement is for the term stated on the Training Contract and may be full-time or part-time but **cannot be casual**.

The Training and Skills Commission has determined minimum hours of employment and training for apprentices and trainees employed on a part-time basis and arrangements for the averaging of hours **effective 1 February 2016**.

## Training Contracts that commenced *prior to 1 February 2016*:

Training Contract – Nominal Duration	Minimum Part-time Hours
Up to and including 23 months	15 hours per week
24-48 months	25 hours per week

## Training Contracts that commenced *on or after 1 February 2016*:

Training Contract	Minimum Part-time Hours
Not school based	15 hours per week. Hours may be averaged over 4 weeks.

Attention should also be given to Section 52 (1) of the *Training and Skills Development Act, 2008*, which states: “A change in the ownership of a business (or part of a business) does not result in the termination of a training contract entered into by the former owner but, where a change in ownership occurs, the rights, obligations, and liabilities of the former owner under the contract are transferred to the new owner.”

### Please submit all pages of this form to:

Post: **Regulation and Contract Management**  
GPO Box 320, Adelaide SA 5001

Fax: 08 8115 5557

Email: [dis.tastp@sa.gov.au](mailto:dis.tastp@sa.gov.au)

### For assistance or more information:

Phone: 1800 673 097

Website: [www.skills.sa.gov.au/apprentices](http://www.skills.sa.gov.au/apprentices)

## Understanding and completing the Training Plan

Please forward a completed Training Plan, using this proforma, to Regulation and Contract Management. The Training Contract may be declined if it is not accompanied by a completed Training Plan.

In developing the Training Plan, the employer, apprentice/trainee and Registered Training Organisation (RTO) shall discuss and agree upon:

- How, when and where training will be delivered
- The units of competence to be delivered
- Who will assess the apprentice/trainee
- The type of assessments that will be conducted.

Any variations to the Training Plan require the agreement of the parties to the Contract. The parties must initial any changes made. If the parties to the Contract wish to change their RTO or apply for a variation to the Contract that will affect the vocation or qualification, a new Training Plan must be completed and submitted. The Training Plan will be used as part of any review of training arrangements. Each signatory to the Training Plan should retain a copy.

### PART A – CONTACT DETAILS

**Person Supervising On-Job Training and Employment** refers to the person authorised to supervise the apprentice/trainee at the commencement of the Training Contract.

The **Location of Training Delivery** refers to the address at which the apprentice/trainee will receive their training.

### PART B – APPRENTICESHIP / TRAINEESHIP DETAILS

The **declared vocation or trade** can be found by accessing [skills.sa.gov.au/apprenticeforms](http://skills.sa.gov.au/apprenticeforms) and clicking on the “Traineeship and Apprenticeship Pathways Schedule” link.

### PART C – RESPONSIBILITIES

The apprentice/trainee, employer and RTO must work in partnership. The full list of responsibilities can be found in the Training Contract. In addition to these responsibilities, any other expectations of the apprentice/trainee, employer and RTO agreed to by the parties to the Contract, consistent with state legislation and the Training Contract, should be included here, in the form of an attachment to the Training Plan.

### PART D – UNITS OF COMPETENCE

The **Title of Qualification** and **National Qualification Code** can be found by accessing [skills.sa.gov.au/apprenticeforms](http://skills.sa.gov.au/apprenticeforms) and clicking on the “Traineeship and Apprenticeship Pathways Schedule” link.

Training can be delivered on-job or off-job.

- **On-job.** This is training provided completely on the job by the employer. The RTO supports the training by mentoring the employer. The RTO, employer and apprentice/trainee must discuss and agree on the method used to ensure the integrity of the training and assessment process.
- **Off-job.** This is training provided directly by the RTO. It takes place either in the employer’s training facilities, or off-site at the RTO’s facilities. In each case, the apprentice/trainee will be away from the normal work environment. Off-job training delivery still requires that the employer and apprentice/trainee confirm the competencies of the apprentice/trainee in the workplace.

Recognition of Prior Learning (RPL) and credit transfer must be negotiated between the parties to the Contract. For Contracts with terms of up to and including 12 months, the Training Plan should include the core and elective units. For Contracts longer than 12 months, only the core units are required. Electives may be nominated if they are known. Otherwise, they should be added to the Training Plan at a later date. The apprentice/trainee and employer may renegotiate electives at the commencement of each year or stage.

### PART E – PATTERN OF EMPLOYMENT AND TRAINING

From 1 February 2016 hours may be averaged over four weeks. The parties to the training contract must agree, in advance, to the averaging of the hours of employment and training arrangement, and to the rostered hours of employment and training for the period of the averaging. The averaging arrangement must provide for a regular pattern of both training and employment that enables both on and off the job structured training to be planned, and implemented according to the training plan. Averaging arrangements must be consistent with the primary goal of

ensuring that the requirements of the training plan are met and the averaging does not interfere with the training of the apprentice or trainee.

Any additional requirements regarding averaging of hours set out in the relevant industrial award, agreement or national employment standards must also be met where they intersect with the Guidelines for the Hours of Employment and Training for Training Contracts. For instance, requirements regarding rostering, consultation, and notice periods may be specified.

An accurate record showing the regular pattern of employment and training, agreed between the parties, which is signed and dated by the parties to the Training Contract, must be retained by the employer and be available upon request. An accurate record of the actual hours of employment and training must also be retained by the employer.

#### **PART F – SIGNATURES**

All signatories to the Training Plan should read and understand the document before signing. In circumstances where the employer is also the RTO (e.g. enterprise RTO), the person authorised to sign on behalf of the employer must be different to the person authorised to sign for the RTO.

# South Australian Apprenticeship or Traineeship Training Plan

## PART A – CONTACT DETAILS

### APPRENTICE/TRAINEE

Last name(s): .....

First name(s): .....

Date of birth (DD/MM/YY):   /   /   Phone (H): .....

Email: ..... Mobile: .....

### EMPLOYER

Legal Name (as stated on the Training Contract): .....

Person Supervising On-Job Training and Employment: .....

Contact Person: .....

Email: ..... Phone: .....

### RTO

RTO Name: .....

Location of Training Delivery: .....

Contact Person: .....

Email: ..... Phone: .....

## PART B – APPRENTICESHIP / TRAINEESHIP DETAILS

Apprenticeship/Traineeship (trade or vocation): .....

Commencement Date:   /   /   Probationary Period (days): .....

Name of Apprenticeship Network Provider: .....

Training Contract number (if known):       \

## PART C – RESPONSIBILITIES

### The apprentice/trainee's responsibilities include, but are not limited to:

- Jointly selecting the RTO with the employer
- Contributing towards the development of the Training Plan
- Attending work, doing their job, and following the employer's instructions, as long as these are lawful
- Working towards achieving the stated qualification
- Undertaking all training and assessment contained in this Training Plan
- Liaising with the RTO and employer to determine the achievement of competence in required skills

### The employer's responsibilities include, but are not limited to:

- Jointly selecting the RTO with the apprentice/trainee
- Contributing towards the development of the Training Plan
- Providing on-job skill development
- Maintaining training records
- Providing the apprentice/trainee with feedback on progress
- Liaising with the RTO and apprentice/trainee to determine the achievement of competence in required skills
- Providing a higher duty of care in regard to apprentices/trainees under the age of 18 years



**PART E – PATTERN OF EMPLOYMENT AND TRAINING**

Are the hours of employment and training to be averaged?

Yes  No

If yes, an accurate record showing the regular pattern of employment and training, agreed between the parties, which is signed and dated by the parties to the Training Contract, must be retained by the employer and be available upon request. An accurate record of the actual hours of employment and training must also be retained by the employer.

**PART F - SIGNATURES**

**Apprentice/Trainee Declaration**

I agree that with regard to the RTO nominated on this Training Plan: The RTO may provide information to my employer and Regulation and Contract Management, concerning any matters relating to my training. I understand that information relating to any previous Training Contracts I have had may be released to my nominated Apprenticeship Network Providers (ANPs) and RTOs to calculate eligibility for employer incentives and User Choice funding, and to meet Commonwealth and State Government requirements.

**Apprentice/Trainee, Employer and RTO Declaration**

We, the undersigned, have discussed, understand and are satisfied with the attached Training Plan arrangements to support and deliver the required training. The employer, apprentice/trainee and, if applicable, parent/guardian have jointly selected the RTO. RPL arrangements have been explained to the apprentice/trainee and employer, and, where applicable, offered to the apprentice/trainee.

**Apprentice/Trainee**

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed:   /   /

**Parent/Guardian (If apprentice/trainee is under 18 years of age)**

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed:   /   /

**Employer (authorised representative)**

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed:   /   /

**RTO (authorised representative)**

Print name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed:   /   /